The Bombay Gazette.

[With Supplement.

No. 7,013.—New Series. BOMBAY:—MONDAY, JULY 31, 1871. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For year in advance delivered in Town	Rs. 52 0
——— including postage	,, 72 0
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First insertion	Rs. 5 0
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Line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

First insertion	8 As. per line.
Second Ditto	4½ ,, ,,
Third and succeeding	2½ ,, ,,

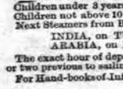
In the Native Languages, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.



THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-ship DACCA, 1,959 Tons, 300 H.P., Commander J. Patterson, will be despatched on TUESDAY, the 1st Aug., at noon.

Leave BOMBAY	Aug. 1	Leave Madras	August. 14
,, Cuttack	3	,, Coconada	16
,, Narrakel	5	,, Visagapatam	17
,, Allepey	6	,, Bimlipatam	17
,, Tuticorin	7	,, Gopaulpore	18
,, Columbo	8	,, False Point	19
,, Galle	9	Arrive CALCUTTA	20
,, Negapatam	12		

During the S. W. Monsoon, viz., from the beginning of June to the end of August, the Steamers do not communicate with the ports of Mangalore, Cannanore, Calicut and Cochin, but passengers for the Neilgherries may be landed at Beypoor, six miles north of Cochin, from whence they may proceed by back water to stations on the Madras Railway.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

Interchanging Cargo and Passengers at Bussora, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 4 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAHOMERAH, and BUSSORAH.

The Steam Ship INDIA, 1,010 tons, 200 H.P., Commander R. L. Turner, will be despatched on SATURDAY, the 5th August, 1871, at noon.

Leave BOMBAY	Aug. 5	Leave BUSSORAH	Aug. 25
,, Kurrachee	10	,, Fao	25
,, Gundur	10	,, Bushire	26
,, Muscat	12	,, Linga	31
,, Bunder Abbas	14	,, Bunder Abbas	Sept. 1
,, Linga	16	,, Muscat	3
,, Bushire	18	,, Gundur	5
,, Fao	20	,, Kurrachee	9
Arrive BUSSORAH	21	Arrive BOMBAY	12

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every SATURDAY, at noon.

The Steam-ship KURRACHEE, 510 Tons, 120 H.P., Commander A. Cottier, will be despatched on SATURDAY, the 12th August 1871, at noon.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH ITALY.

(VIA SUEZ CANAL).

ITALIAN STEAM NAVIGATION COMPANY of Messrs. RUBATTINO & Co., GENOA.

The regular Steamers leave

GENOA and on the 21st, of each month. BOMBAY on the 1st

PASSENGER RATES,

(Inclusive of all Transit Fees through the Suez Canal.)

	1st Class.	2nd Class.	3rd Class.
To Aden	£25	£15	£8
Suez	36	22	8
Port Said	38	24	9
Alexandria	40	25	9-10
Messina	45	32	12
Naples	47	33	12
Leghorn	50	34	14
Genoa	50	34	14
Marseilles (transhipment 4s.)			14-10
Genoa)	52	35	

Including Wines. Without Food.

Children under 3 years, free of charge.
Children not above 10 years, half fare.
Next Steamers from Bombay,

INDIA, on TUESDAY, 1st AUGUST, 1871.
ARABIA, on FRIDAY, 1st SEPTEMBER, 1871.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 2nd July 1871.

AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

MONTHLY LINE OF STEAMERS BETWEEN BOMBAY AND TRIESTE VIA SUEZ CANAL.

THE Company intends to despatch every month a Steamer from TRIESTE to BOMBAY and vice versa.

The APIS, 1,400 Tons, will be despatched from Bombay, about the 28th JULY. These Steamers have limited accommodation for a small number of Passengers. The rates for Cabin Passengers include food and table wine transit through Egypt, and free conveyance of 3 cwt. luggage. For Baggage in excess £4 per Ton is charged.

PASSENGER RATES FROM BOMBAY:

To	Cabin.	Deck with Food.
To Aden	£16	£ 7-13
To Suez	£25	£13- 7
To Port Said	£30	£14- 6
To Trieste	£40	£19- 0

Cargo taken for Trieste, also for Venice, Constantinople, and Odessa, Aden, Egypt, England and the Continent generally.

THERE is also a weekly service by MAIL STEAMERS between Alexandria and Trieste, and *vice versa*, in conjunction with the P. & O. Co.'s Mail Steamers to and from Suez. The Austrian Lloyd's Mail Steamers leave Alexandria direct for Trieste immediately after the arrival of the Bombay and Calcutta Mails from Suez. The distance between Alexandria and Trieste is 200 miles shorter than that between Alexandria and Marseilles, and the voyage to Trieste is much more agreeable, it being a coasting trip full of variety of beautiful scenery from the Island of Candia to the Port of Trieste. The passage occupies only 4½ to 5 days, and the Company's best Steamers are employed on this Line, which are built expressly for this service, with special regard to the accommodation and comfort of passengers, and have each an experienced Surgeon on board. At Trieste the travellers for England has an extensive choice of picturesque and interesting routes, occupying from three days six hours to five days to London, at an expense varying from £7 to £13.

Passengers by the P. & O. Co.'s steamers to Suez can have their baggage forwarded by that Company's steamers from Alexandria to Southampton, at a charge of 10s. per cwt., for the regulated allowance of 3 cwt., and of 20s. per cwt. for excess weight, (both exclusive of transit through Egypt), to which the Austrian Lloyd's Agent at Suez will attend.

The undersigned grant also passage tickets for the steamers plying between Alexandria and Trieste, and for the railway between Suez and Alexandria.

PASSENGER RATES FROM ALEXANDRIA TO TRIESTE.

First Class.....£13 | Second Class.....£9

Children under 10 years at Half Fare; under 2 years, Free.

REDUCED FARES FOR FAMILIES, consisting of not less than 3 adult members travelling together:—First Class, £10-15 per head; Second Class, £7-10 per head.

Personal Baggage allowed Free: 1st Class 200 lbs., 2nd Class 130 lbs., overweight 10s. per 100 lbs.

Railway tickets, from SUEZ, to ALEXANDRIA, with all the privileges of passengers by the P. & O. Co:—First Class, £3; Second Class, £2. Children over 3 and under 10 years at Half Fare. Free Baggage 1st Class 3 cwt., 2nd Class 200 lbs., overweight 7s. per cwt.

In conjunction with the Austrian Lloyd, Cargo for Trieste and Venice can be booked through from Bombay by the P. & O. Co., and the Bombay and Bengal Steam Ship Co., and via Bombay from the various ports touched at by the steamers of the British India Steam Navigation Company.

TRANSHIPMENT SERVICE AT PORT SAID.

GOODS for Trieste, Venice, Odessa, and Ports on the Syrian, Turkish and Greek Coasts, shipped by Steamers under any Flag whatever from Japanese, Chinese and Indian Ports bound to Mediterranean or British Ports, via Suez Canal, are received and transhipped by the Austrian Lloyd's Agent at Port Said, and forwarded to their destination by the Company's regular lines of Steamers.

For further particulars, and for freight and passage apply to the Agency of the Austrian Lloyd's Steam Navigation Company.

A. C. GUMPERT, Manager.

Bombay, 2, Ash Lane, June 1871.

NOTICE TO SHIPMASTERS, BOATMEN, and OTHERS.—A CARGO BOAT, containing 60 Bales Cotton, belonging to the undersigned, and marked K P & C on top, 324 in an oblong, and N O below—Nos. 411/100, HAVING SUNK in the HARBOUR near the Middle Ground, any persons finding the said Bales of Cotton will please communicate at once with

KUNKLER, PREISWERCK, & Co.

Bombay, 24th July 1871.

JOB PRINTING in all its BRANCHES.—Ornamental Printing in Colours and in Gold. Bills, Broadsides, Theatrical and Musical Programmes, Cards of all descriptions; Banking and Mercantile Ledgers, Memo. Heads, &c., &c. Machine-ruling and Paging, and Bookbinding. Estimates forwarded on application to the Manager.

SHIPPING.

OVERLAND ROUTE.

On Tuesday, the 1st August, at 3 P.M., from Mazagon.

THE P. & O. Co.'s s. s. INDUS, (3,478 tons, and 500 H.P.) Captain H. B. Greaves, will LEAVE for SUEZ as above, carrying H. M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, and Havre, Liverpool or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon before 10 A.M. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 3 P.M., precisely, on the day of sailing.

REDUCTION OF FARES.

The Rates of Passage Money have been reduced as follows:—

To BRINDISI.....First Class Rs. 600 Second Class Rs. 300
To SOUTHAMPTON. ,, ,, 650 ,, ,, 350

Exclusive of Wines and Liquors, and the transit through Egypt.

All Children under 3 years of age, free; above 3 and under 10, half fare.

G. F. HENRY, Superintendent.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s s. s. ELLORA, (1,727 tons, and 300 H.P.), Captain G. N. Hilton, will be despatched for the above Ports on WEDNESDAY, the 2nd Aug., leaving Mazagon at noon on that day, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras, Calcutta, and Australia.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before 11 A.M. on Tuesday, the 1st proximo.

G. F. HENRY, Superintendent.

STEAM FERRIES (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to

Class.	Rewas.		Dhurumtur.		Oorun.		Hog Island.		Oolwa.	
	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.
First Class	2	0	3	0	2	0	2	0	3	0
Second Class	0	12	1	0	0	8	0	12	1	0
Third Class	0	6	0	8	0	4	0	6	0	9

The Rewas and Dhurumtur Ferry Steamer leaves Carnac Bunder daily at 8 A.M., and Dhurumtur at 1 P.M. The Oorun, Hog Island, and Oolwa Ferry Steamer leaves Carnac Bunder daily at 8-30 A.M., and Oolwa at 1 P.M. Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

No. 33, Meadow Street, Bombay.

QUICK STEAM PASSAGE from LIVERPOOL.—The NEERA, s.s., Captain Osburn, which arrived at Bombay lately, via the SUEZ CANAL, made the shortest passage upon record. She called at Port Said and Suez, but was only twenty-seven days and a half under Steam from Liverpool to Bombay, including stoppages in the Canal. She took out 1,100 tons of Cargo and had 1,500 tons of Messrs. Hancock and Scott's Welsh Hartley Main Steam Coal on board when she left Liverpool.

SALES BY AUCTION.

CRAWFORD AND COMPANY, 3, Marine Street.

SALE OF LANDED PROPERTY.

To-morrow TUESDAY, the 1st August, at 4 P.M., on the premises, Messrs. CRAWFORD and Co. will, by order of the Mortgagees Memon Ismaec Sawoo and Memon Allarsuckia Arab, and on account and at the risk of the mortgagors Koonhumbi, widow of Raya Meya Bheemjugy, and Hussoo bin Raya Meya Bheemjugy, sell by Public Auction, all that piece of Puzendaree ground, with the messuages, tenement, or dwelling-house built thereon, situate without the Fort of Bombay, on the east side of Nishandarinchapada in the sub-district of Bhooleshwar, assessed under No. 14, containing by admeasurement 191 square yards or thereabouts, and bounded on the east by the Nishandarinchapada, on the west by Sweeper's Passage, on the north by the property of Ahmed Don, and on the south by the property of Narayen.

CRAWFORD & Co.

Bombay, 31st July 1871.

MENESSE & COMPANY.

On THURSDAY, the 3rd proximo, Messrs. MENESSE and Co. will hold their usual Weekly Auction Sale, at their Rooms, of a quantity of Grey, White and Coloured Piece Goods, Twist, &c., &c.

9 Bales Grey Shirtings
4 ditto Grey T Cloth
10 Cases White Ground Prints
2 ditto Colored Lhoties
1 ditto Superior Tweed and Union Cloth
5 ditto White Shirtings
2 Bales 9 Re-ms damaged Printing Papers of 130 lbs.
6 ditto 6 ditto ditto ditto 40 lbs.

On account and at the risk of Adumally Ackbeally—

A A in diamond, W B D below—1 Cask 150 dozens Iron Japaned Padlocks.

Bombay, 31st July 1871. MENESSE & Co.

BENNETT AND COMPANY, No. 5, Forbes Street.

AUCTION SALE of valuable and richly open-carved Blackwood Household Furniture, best Plated, rich Crockery and Glassware, a first-rate self-playing Organ, a first-class Mahogany Grand Square Piano, by C. H. Schroder, a valuable Marble Regulator going one year Clock, by Benson, Cockspun and Co., a large collection of Orchids, Ferns, Caladimas, and other choice Plants, &c., &c., at Cumballa Hill.

On THURSDAY the 3rd, and FRIDAY the 4th proximo, Messrs. BENNETT and Co. are instructed to sell by Public Auction, at his residence, at the abovementioned place, the valuable and handsome Household Furniture, Plated, Glass, and Porcelainware, Piano, &c., the property of a gentleman changing his residence, the same comprises, rich thin stem Glassware, handsome Dinner, Breakfast and Dessert Services, best Plateware, such as a set of Dish Covers containing 3 Hotwater Vegetable and Muffin Dishes, Cruet, Pickle, and Egg Frames, Tea Set, Ice Pitcher, a handsome Epergne, Waiters, a Mahogany Case containing a set of King's Pattern Spoons and Forks for 12 persons, a ditto containing Plated Dessert Knives and Forks with mother of pearl handles, Table, Piano and Chamber Candlesticks, &c., richly open Carved Sessoged Blackwood Furniture, such as a handsome Mahogany Telescope Dining Table for 14 persons, Sideboard, Dining-room Chairs, Side Tables with marble tops, richly Carved Circular, Pier, Sofa and Card Tables, Easy Pedicu and Drawing-room Chairs, Conversation and Divan Couches, a handsome Cedar Ottoman consists of 2 Sofas and 2 Easy Chairs, handsome Pier Glasses in richly gilt frames, very rich Brussel's and Velvet Pile Carpets, a first-class English Mahogany Grand Square Piano by C. H. Schroder, a first-rate self-playing Organ with 4 barrels, first-rate Cromolithographs in gilt frames, handsome Vases and Table Ornaments, handsome English brass and iron painted Bedsteads, Bed-room Sofas, richly Carved Dressing and Washing Tables, Toilet Glasses, Clothes and Gown Presses, Set of Drawers, China Earthen Tubs, a set of English plated Mounted Carriage Harness, Lady's and Gentlemen's Saddles, English iron Garden Seats and Chairs, Hanscome China Flower Pot Stands, China and English Pots of valuable Plants, &c., &c.

At 2 P.M.

A handsome English-built Miniature Brougham, in perfect order.

Catalogues are published, and the property is now on view.

Bombay, 21st July 1871. BENNETT & Co.

PULVERMACHER'S GALVANIC CHAIN-BANDS AND BELTS.

ON SALE BY

TREACHER & Co. (Limited).

GOLD AND SILVER MEDALS AT THE BROACH AND AKOLA EXHIBITIONS 1868.

GOLD KEYLESS HUNTERS and SEMI-HUNTERS, Plain or Engine-turned Cases. Rs. 225.

FAVRE, LEUBA, & Co.

LADY'S small GOLD HUNTERS, Enamelled and Jewelled Cases. Rs. 150.

FAVRE, LEUBA, & Co.

SILVER KEYLESS HUNTERS, 1st quality. Patent Lever, extra finished. Rs. 100.

FAVRE, LEUBA, & Co.

SILVER HUNTERS, Patent Lever, 3/4 plate, in strong good Silver Cases, Engine-turned, very serviceable, warranted for two years. Rs. 50.

The same Watch, Keyless. Rs. 70.

FAVRE, LEUBA, & Co.

OFFICE CLOCKS, Patent Lever, Octagon or Round, imitation Walnut, 8-days, with Bell. Rs. 25.

FAVRE, LEUBA, & Co.

T. CHATELAIN-MONTANDON, WATCHMAKER & JEWELLER,

HAS received the following for Sale:—GOLD WATCHES for Ladies and Gentlemen, manufactured expressly for hot climates, and guaranteed to purchasers for the term of one to three years.

SILVER WATCHES of great variety, from Rs. 20 to 100, with same guarantee.

JEWELLERY—A very large selection, including Half sets, Bracelets, Brooches, Necklaces, Earrings, Lockets, Charms, Finger-Rings, Scarf-Rings, Studs, Watch-Chains, &c., all guaranteed to be of 14, 15, and 18 Carat Gold.

CLOCKS for Schools, Offices, &c.

MUSICAL BOXES, from 1s. 5 to 200.

REPAIRS in Watches, Clocks, Jewellery, Musical Boxes, &c., undertaken and carefully made.

T. CHATELAIN-MONTANDON, HUMMUM STREET, BOMBAY.

BRANCHES—POONA AND SIMLA.

GYMKHANA KIT.

CRICKET.	FENCING.	RACKET.
BATS.	FOILS.	BATS.
BALLS.	JACKETS.	BALLS.
BOOTS.	HAND GUARDS.	PRESSES.
GLOVES.	LUNGING PADS.	SHOES.
LEG GUARDS.	MASKS.	FIVES BALLS.
STUMPS.	SINGLE STICKS.	&c., &c.

And Sundries of every description,

BY BARTLETT, CLAPSHAW, DUKE, LILLYWHITE, PAGE & JEFFERIES,

On sale by

TREACHER & Co. (Limited).

FOR SALE, a handsome MAIL PHAETON, nearly new, with Grey ARAB HORSE, HARNESS, and STABLE GEAR complete. Apply at the Fitzgerald Hotel, near the Synagogue, Byculla.

N. V. CURRANEE & Co., UNDERTAKE to LAND, SHIP, CLEAR and FORWARD GOODS, PARCELS, and PACKAGES to EUROPE and INDIA with QUICK DESPATCH and at LOW CHARGES.

NEW ADVERTISEMENTS.

COMPTOIR D'ESCOMPTE DE PARIS.

NEW FRENCH LOAN.

THE SIXTEEN MONTHLY INSTALMENTS fall due on the first of each month, commencing from the 1st August 1871.

The amount due on each INSTALMENT per 5 FRANCS RENTE is Rs. 1-14-1 92/100.

The Coupons are payable on 16th August, 16th November, 16th February, and 16th May.

During the Payment of Instalments, namely, up to 21st October 1872, the Interest will be paid on the 1st August, November, February, and May, in order that the Coupons due may be received in part payment of Instalments.

Interest is payable on presentation of Stock Receipt pending the arrival of the Stock from Paris.

THE COLABA COMPANY (Limited.)—NOTICE.—In accordance with a Resolution passed at the General Meeting of Shareholders held on the 28th instant, DIVIDEND WARRANTS for Rs. 75 per SHARE will be issued at the Company's Office on and after the 1st proximo.

Applications for the Warrants must be made on the Printed Forms, to be had at the Company's Office, and be accompanied by the Certificates of Shares.

REMINGTON & Co., Secretaries and Treasurers.

Bombay, 29th July 1871.

BANK OF BOMBAY (In Liquidation.)—NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the PROPRIETORS of the BANK OF BOMBAY (In Liquidation) will be HELD at the Offices of the New Bank of Bombay, Limited, in Elphinstone Circle, Bombay, on MONDAY, the second Day of October, One Thousand Eight Hundred and Seventy-one, at three o'clock in the afternoon, for the following purposes:—

First.—To consider and determine as to the propriety of forthwith completing the Liquidation of the Bank and distributing the surplus Assets thereof, and dissolving the Bank according to the provisions of Section XLV (sub-sections 10 and 11) of Act XIX of 1857 of the Legislative Council of India.

Second.—To consider and determine on the course to be adopted in order to provide for the debts and liabilities of the Bank now still outstanding, the nominal amount of which is Rs. 2,06,540-10-9, according to the particulars stated below, out of which sum of Rs. 2,06,540-10-9 it is however estimated that no more than Rs. 51,635 will be established as payable.

Third.—To consider and decide as to the adoption of a scheme whereby, in order to facilitate the dissolution of the Bank and to provide for the said outstanding debts and liabilities, it is proposed that the sum of Rs. 61,635 shall be placed in the hands of two or more Trustees to be nominated or approved of by the Proprietors at the Meeting (Rs. 51,635 thereof being contributed by the Bank, and Rs. 10,000, the remainder thereof, being contributed by Mr. William Rodgie, the Liquidator of the Bank) upon Trust; that the said Trustees shall out of the said sum of Rs. 61,635 pay all claims in respect of the said outstanding debts and liabilities of the Bank when they shall have been established before the Thirteenth of January, One Thousand Eight Hundred and Seventy-four; and that the said Trustees shall after the said day stand possessed of the balance of the said sum of Rs. 61,635 then remaining in their hands (if any) in trust for the said Mr. William Rodgie, subject to any claim in respect of the said debts and liabilities which shall have been made before that time; and that the said Mr. William Rodgie shall enter into Covenants with the Bank and the Trustees for the payment by him of all claims in respect of the said outstanding debts and liabilities of the Bank which the sum of Rs. 61,635 proposed to be placed in the hands of the Trustees shall not be sufficient to pay, and also for the indemnification by him of the Bank and the Proprietors and the Trustees from all responsibility in respect of the said outstanding debts and liabilities of the Bank. Copies of the Deed by which it is proposed to carry the above scheme into execution in case the same shall be approved by the Proprietors may be seen at the Office of Messieurs Rimington, Hore, and Langley, Solicitors to the Bank, at Apollo Street, Bombay.

Schedule of Outstanding Debts and Liabilities, on 23rd June 1871.

Current Deposit Account	Rs.	84,944	9 10
Bank Notes	,,	85,140	0 0
Unclaimed Dividends	,,	2,505	0 0
Fixed Deposits	,,	9,012	4 6
Bank Post Bills	,,	5,931	7 10
Interest on New Capital	,,	4,977	4 7
	Rs.	2,06,540	10 9

WILLIAM RODGIE, Liquidator.

Bombay, 28th July 1871.

NOTICE.—TENDERS are hereby invited for the supply of 4,680 Garces, equal to 5,61,600 Indian Maunds, of SALT, of good quality, for the District of Malabar, as follows:—

At Cannanore	500 garces of 120 Indian Maunds each.	
Tellicherry	500	ditto ditto
Calicut	900	ditto ditto
Beypore	1,280	ditto ditto
Ponnani	1,500	ditto ditto
Chowghat	60	ditto ditto
Cochin	240	ditto ditto
Total Garces	4,680	

The Salt to be supplied from 15th October 1871 to the end of March 1872.

2. Tenders will be received for any quantity or quantities (within the above limits) of Salt not less than 100 garces. The Salt which shall be tendered will be delivered must be specified, and if not brought within this period it will be at the option of the Collector to receive or refuse the Salt.

3. All Tenders received up to the 11th September 1870 will be opened for consideration and disposal on the day following in the Honorable Customs at Calicut, when the parties tendering or their Agents are invited to attend.

4. Tenders will afterwards continue to be received for the Salt remaining to be supplied until further notice.

5. Merchants in Bombay desirous of a speedy reply can communicate their tenders by Telegram, reply prepaid.

6. Salt not pure and of good quality and colour will be rejected. This rule will be strictly enforced. The Collector reserves right of decision on those points.

7. The Tenders must specify in words at length the rate in Rupees per Garce of 120 Indian Maunds.

8. The expenses attendant on the landing, weighing, and storing of the Salt must be defrayed by the parties tendering.

9. The Salt will be received by weight according to the practice now existing, in the order in which the arrivals are registered at the Salt Depôt.

10. The Collector reserves to himself the right of rejecting any or all of the Tenders that may be received without assigning any reason for so doing.

11. Tenders to be addressed to the Collector of Malabar, and to be superscribed "Tenders for the supply of Salt."

12. Parties who may tender for more than 160 Garces will be required to find substantial Security for the due fulfilment of their Contract, should the Collector consider it necessary.

13. Salt brought by merchants from whom tenders have not been accepted will be received, if the whole quantity has not been previously engaged for, at such prices as may appear to the Collector reasonable with reference to the prevailing rates in the month.

J. C. HANNYNGTON, Acting Collector.

Malabar Collector's Office, 15th July 1871.

KINLOCH'S VIRGIN SHERRY

Has not yet been matched as a pure, delicate, and cheap Dinner Wine.

Rs. 21; Discount 5 per cent. on 6 dozens.

KINLOCH'S AMONTILLADO

Has an indescribable softness and body, and is a Standard Wine among Connoisseurs.

Rs. 32; Discount 5 per cent. on 3 dozens.

AGENTS:

D. S. KEMP & Co.

SOLAR WALL LAMPS,

Affording brilliant light, suitable for the illumination of Halls, Assembly Rooms, Balconies, Passages, and other large spaces; with powerful Reflectors.

Each, Cash Rs. 5; Credit Rs. 5-8.

TREACHER & Co. (Limited).

COMPOUND SYRUP OF HYDRATE OF CHLORAL

has been recognised by the Medical Profession as a convenient preparation of the Hydrate, being of definite strength, and by the complete disguise of its odour and acridity palateable and inoffensive to the most delicate stomachs.

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Scale of Fares for Boats for Bombay Harbour.

May be had at the Bombay Railway Termini, to and the following—

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Bombay and Poona:—Messrs. Chesson and Woodhall.
Bombay:—Messrs. Thacker, Vining & Co.
Poona:—Messrs. Treacher & Co., and Railway Bookstall
Alexandria:—Messrs. D. Robertson and Co.
London:—Mr. G. Street, 30 Cornhill.

NOTICES.

LIFE INSURANCE.

SPECIAL NOTICE TO POLICYHOLDERS IN THE ALBERT INSURANCE COMPANY.

AS it now appears certain that the ALBERT RECONSTRUCTION SCHEME will not be CARRIED OUT, we would again remind POLICYHOLDERS in that Company that we are prepared to accept their LIVES on the most favourable terms.

For example:—A person who assured in India with the Albert in a Civil Capacity at the age of 30 for Rs. 1,000 paying an Annual Premium of Rs. 40, may, if now aged 39, obtain a Non-participating Policy for Rs. 1,000 at the same Premium. If now aged 49, he will have to pay a yearly Premium of Rs. 53-14, and will be entitled to a claim on the Albert for the value of the additional Premium of Rs. 13-14.

For the Directors of the
North British and Mercantile Insurance Company,
W. NICOL & Co.,
Agents at Bombay.

LICENCES for the Sale of COUNTRY LIQUOR in the KHANDEISH ZILLAH will be GRANTED to RESPECTABLE KULLALS on an average of the prices realized during the last five years. Application to be made to the undersigned.

L. ASHBURNER, Collector.

Office of the Collector of Khandeish, Camp Dhoolia, 23rd July 1871.

CONSULATE of FRANCE in BOMBAY.—TENDERS will be received until TUESDAY next, 1st August, at noon, for BOTTOMRY BONDS on the French Ship WINSLOW. TENDERS will also be received at the said Office, until one o'clock P.M. on the same day, for the REPAIRS of the said SHIP. For particulars and Specifications apply at the FRENCH CONSULATE, between 11 and 2 o'clock.

By order,
E. A. LISSIGNOL, Vice-Consul.

NOTICE.

We regret to have to announce that, in consequence of advice received from our COBLENTZ AGENCY, of the FAILURE OF LAST YEAR'S VINTAGE, we cannot guarantee to supply GERMAN VINTAGE WINES at our present quotations for any length of time. On an advance being made, it will be duly advertised in the local journals.

PAYNE & Co.

Elphinstone Circle, Bombay, 22nd April, 1871.

GREAT INDIAN PENINSULA RAILWAY.

NOTICE.

A REVISED EDITION of the PAMPHLET of RATES and FARES, which will be in force on and after the 1st August 1871, containing General Information as to through Traffic with the East Indian; the Scinde, Punjab and Delhi; the Oude and Rohilcund; and the Bombay, Baroda, and Central India Railways; and also the Rates and Fares of the Madras Railway, has been issued, and can be obtained on application to the undersigned.

HENRY CONDER,
General Traffic Manager.

Bombay, 25th July 1871.

NOTICE.—The undermentioned Banks will be CLOSED from 8 A.TURDAY, the 29th, to MONDAY, the 31st instant, both days inclusive, for the COCOANUT HOLIDAYS.

For the Oriental Bank Corporation,
J. F. MOIR, Agent.
For the Chartered Mercantile Bank of India, London, and China,
ROBT. CAMPBELL, Agent.
For the Chartered Bank of India, Australia, and China,
WILLIAM FORREST, pro Agent.
For the Comptoir D'Escompte de Paris,
E. J

COMMERCIAL INTELLIGENCE.

CALCUTTA.—26TH JULY, 1871.

The following transactions reported :—

In Government Securities—

4 per cents heavy ans ints, at Rs 99-11 to 99-12, or 0-5 to 0-4 discount; and small sums of Rs 5,000 and under, at Rs 1-0, or par.

4½ per cents. of 1871, at Rs 104-13 and 104-14.

5½ per cents at Rs 114.

In shares—

Bank of Bengal shares, a large number, at Rs 1,385.

National Bank shares at Rs 98.

D-lhi and London Bank shares at Rs 232.

—*Englishman.*

MILITARY.

DEPARTURES.—JULY 29.

Duck, Veterinary Surgeon, Royal Artillery, on leave, to Kirkee.; Tyndall, Captain, Madras Staff Corps, on leave, to Poona.

JULY 30.

Elsby, Captain, Royal Artillery, on leave, to Mhow.

Giraud, Assistant Surgeon, Bombay Medical Staff, on duty, to Poona.

SHIPPING.

ARRIVALS.

July	Vessel.	Commander.	From
29	Khedive (s).....	Steward ...	Hongkong, July 7.
30	Callirhoe	Irvin	London, April 22.

DEPARTURES.

July	Vessel.	Commander.	Destination.
29	Emeu (s).....	Pentiman ...	China, &c.
	Princess Alexandra..	Rowe	Liverpool.
	Centurion	Widdicombe ..	Calcutta.
	Regina	Beady.....	Calcutta.
	Kurrachee (s)	Cottier	Kurrachee.

The following vessels obtained their port clearances on Saturday last :—

Ship Ire and, Humphry, to Rangoon.

Barque Hydroe, Nacoda, to Coast and Calcutta.

Steamer India, Dodero, to Genoa.

The ship Montrose, to London via Cochin, began to load on Saturday last.

THE HOOGHLY.

ARRIVALS.

July			
26	Moulmein (s)	Ewert	Akyab, July 22.
27	Scotia (s)	Lewis	Singapore, July 11.

MADRAS.

ARRIVALS.

July			
26	Delhi (s)	Wilkinson ...	Suez.
	Meinam (F S).....	.....	Calcutta.
	Gauntlet	.....	Negapatam.
	Polyxena	.....	Pondicherry.

DEPARTURES.

July			
26	Delhi (s)	Wilkinson ...	Calcutta.
	James Wishart	.....	Calcutta.

DAILY IMPORTS.—29TH JULY.

FROM LIVERPOOL.

Erminita, 3 tierces beef, F Nusserwanjee & Co.

FROM LONDON.

Collingwood (s), 54 cases sherry, and 6 cases moselle, Cutler Palmer & Co.

Cashmere, 4 cases medicine, D Hormusjee.

Haddington, 4 casks white glass phial, M Hyderally.

DAILY EXPORTS.—29TH JULY.

FOR LIVERPOOL.

Flying Venus, 8 bales cotton, Leggatt & Co.

Clara, 100 bales cotton, H Bomanjee, Touche & Co; 27 bales cotton, C Dhunjeebhoy; 100 bales cotton, M Soonjee.

Baroda (s), 100 bales cotton, S Narandass; 200 bales cotton, N Moorarjee; 23 bales wool, H Khaldass; 193 bales cotton, P Gulabbhoy; 25 bales wool, D Hirjee; 1 bale wool, G Moorjee; 300 bales cotton, David Sassoon & Co; 50 bales cotton K Nansey; 191 bales wool, N Khuttow; 25 bales wool, J Oormasmaker; 35 bales cotton, S Mittha; 56 bales cotton, H Manockram; 40 bales wool, D Ruttonsey.

FOR LONDON.

Montrose, 80 tons old iron, Bell, Brandenburg & Co.

Indus (s), 296 pieces E teeth, 9 Futtaybhoy; 156 pieces E teeth, B Futtaybhoy; 154 pieces E teeth, K Gridhirlall; 34 packages senna leaves, C Munjee.

Baroda (s), 86 bundles horns, and 4 packages gamalgota, C Bhimjee; 10 packages manjeeth, E F Mamod.

Whittington, 17 bags linseed, J Damjee; 159 bags linseed, D Govindjee.

FOR HAVRE.

David Malcolm, 52 bales cotton, Planque Vinay & Co.

FOR SUEZ.

Indus (s), 30 cwts of sandalwood, H C Oomar; 3 bundles cardamoms, W Candabhoy.

FOR HONGKONG.

Ellora (s), 20 chests M opium, S & D B Futtakia; 197 packages cloves, E Ebram; 366 packages cloves, J Peerbhoy; 27½ chests M opium, S Dowlutram; 12 chests M opium, E Khimjee & Co.

FOR SHANGHAI.

Ellora. (s). 52 chests M opium, R Ediljee.

DOMESTIC OCCURRENCES.

[THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BIRTHS.

BISHOP—July 22nd, at Meerut, the wife of Lieutenant-Colonel W. D. Bishop, Bengal Infantry, of a son.

KING—July 20th, at Lucknow, the wife of R. Moss King, Esq., B.C.S., of a son.

KNOX—July 17th, at Allahabad, the wife of G. E. Knox, Esq., B.C.S., of a son.

TAYLER—July 25th, at Bangalore, the wife of Captain J. C. Tayler, Royal Artillery, of a son.

TIPPETTS—July 27th, at Nowshera, the wife of Surgeon A. M. Tippetts, 5th Northumberland Fusiliers, of a son, which survived its birth only a few minutes.

DEATH.

GLASS—July 26th at Mirzapore, of diptheria, Charles, eldest son of Mr. J. W. Lister Glass, E. I. R., aged two years one month and 10 days.

The Bombay Gazette.

MONDAY, JULY 31, 1871.

SOME of our Justices may possibly like to hear the true story of that lease which was the subject of animated discussion at the Bench meeting on Friday. We have taken the trouble, since the meeting, to ascertain what are the exact obligations the lease imposes upon the Municipality; and, somewhat to our surprise, we find that Mr. Crawford might have made out a far better case for himself than he chose to do at the meeting. In the autumn of 1868, the Commissioner, being anxious, for the sufficient reasons mentioned in his speech, to have new offices built specially for the Municipality, entered into an agreement with Mr. Ardaseer Hormusjee, by which the latter bound himself to build such offices according to plans and specifications to be provided by Mr. Crawford. The agreement was drawn up by the late Mr. Leathes, the solicitor to the Justices, and it stipulated that the building should be finished, to the satisfaction of Mr. Crawford, "or of the Municipal Commissioner for the time being, by or before the 1st of April, 1870." Mr. Ardaseer bound himself to execute a lease to the Municipality of the offices, when finished, for ten years, such lease to be prepared, not, as is customary, by the lessor's own solicitor or at the sole cost of the lessees, but by the solicitor to the Justices and at the joint expense of lessor and lessees. The building was erected under the almost personal supervision of Mr. Crawford; and the landlord was called upon and consented, during the progress of the work, to make frequent and important alterations in the details to suit all the demands of the various departments of the Municipality. The formal agreement was signed in April 1869, the house was built to the satisfaction of Mr. Crawford by about the time fixed for its completion; and, the Municipality having taken possession and occupied the new offices for the best part of a year, the lease, contemplated by, and giving effect to the stipulations of, the agreement, was prepared by Mr. Leathes and signed by the Municipal Commissioner.

In the printed statement which Mr. Crawford laid before the Bench, he deducted from Rs. 33,900, the stipulated amount of the yearly rent, the sum of Rs. 3,000 on account of repairs, to show what interest the landlord is getting for his money. But the lease throws the cost of keeping the building in good repair on the lessees, and in this respect Mr. Ardaseer Hormusjee has made a remarkably good bargain for himself. But there is one clause in the lease which we are amazed that Mr. Crawford made no reference to, for it secures to the Municipality advantages which our readers will be at once able to appreciate. The clause is to this effect:—"In case the lessees "shall be desirous of purchasing the premises "for the remainder of the term of 999 years, "the Municipal Commissioner for the time being "shall give three calendar months' notice in "writing of his intention to do so, such notice "expiring at any time previously to the expiration "of the fifth year of the lease, and the lessees "shall be at liberty to purchase at a price to "be then agreed upon between the lessor "and the lessees." If the parties cannot agree, the price is to be fixed by three arbitrators, one nominated by the lessor, one by the lessees, and the third by these two. The arbitrators may call for "all letters, papers, and writings" they may require to enable them to determine what the building is worth; and, while the lessor is bound to abide by the award of the arbitrators, it is provided that "it shall "be optional for the lessees either to pur-"chase at the price so awarded, or to give no-"tice to the lessor in writing that they decline "to purchase, in which last mentioned case "the lease for ten years shall continue in force." The lease, therefore, gives the Justices the power of compelling Mr. Ardaseer to sell his property to them at a price to be fixed by arbitration before even the first year of the lease has run out. Suppose the Bench determined to give the three months' notice—it runs no risk in doing so, for it can always in the last resort decline to purchase—and that the arbitrators estimated the property to be worth the landlord's own valuation of four lacs. Well, the Municipal 6 per cent. bonds are now selling at 115, so that we are justified in supposing the Bench could easily raise money for the purchase of the new offices at 5 per cent. interest, instead of the 8½ per cent. they are now paying in the form of rent to Mr. Ardaseer. The rent would thus be reduced from Rs. 33,900 to Rs. 20,000 a year, a saving of Rs. 13,900, or of Rs. 139,000 in the ten years the lease has to run. By continuing, then, to pay the amount of the present rent, and putting aside the money saved as a sinking fund to pay off the mortgage on the house, the Bench could in thirty years accumulate enough to cover the purchase money, and the Municipality would live rent free ever after. If, on the other hand, the Justices choose to let the house loan be perpetual, they can, by effecting the purchase of the Esplanade offices forthwith, lower the rent permanently to Rs. 20,000 a year or Rs. 1,600 a month, a sum which that Joseph Hume of Bombay, Mr. Nowrojee Furdoonjee, will, we think, admit to be not too great for the means of the Municipality.

We cannot but regret that Mr. Crawford did not mention these facts to the Bench, and take at their word the Justices who complain that the Municipality did not build its own house, by showing that, under the covenants of the lease, the option of buying Mr. Ardaseer's property at a fair price is always open to them. He would have done far more wisely to challenge the decision of the Bench on the question whether the lease is or is not an advantageous one for the Municipality, than to propose referring the matter to a committee or to counsel. Even if we lay no stress on the beneficial stipulations of the lease with regard to the right of purchase, we cannot believe any one who remembers that the agreement was made nearly three years ago, before rents had fallen to their present low figure, or who considers that long before the ten years of the lease have expired the value of land in Bombay will probably have risen very materially, will contend that the average rent Mr. Crawford consented to pay is extravagant.

Few of the Opposition Justices, however, cared about the merits of the lease; what they desired was to censure Mr. Crawford for having signed it without consulting the Bench. They have, in our humble opinion, made a mistake of tactics in inviting counsel's opinion on the question whether a lease signed by the Commissioner is binding upon them. We should not presume to dispute the correctness of Mr. Rimington's legal opinion on this point; but at the Bench meeting Mr. Rimington spoke as a Justice, not as a lawyer. Is it credible that the solicitor to the Bench, thoroughly familiar as he must have been with all the provisions of the Municipal Act, would have allowed the Commissioner to sign the agreement and the lease without first securing the consent of the Bench, unless the obvious reading of the Act favoured Mr. Crawford's claim to independence in such matters. Even if the point be doubtful,—and Captain Hancock told the Justices on Friday that some years ago counsel's opinion, taken privately, was found to be on the Commissioner's side—yet, as the lease is undeniably a good one for the Municipality, it is a waste of time, money, and temper to raise a discussion on the subject now. We do not mean to say that Mr. Crawford ought to possess the power of pledging the Bench even to advantageous contracts without their consent; and we regard it as a grievous error on his part not, as a matter of policy, to have taken the Bench into his confidence, even if he was not legally bound to do so—though it is a mere farce for the Justices to pretend that, in a place like Bombay, in which no one can keep a secret for more than twenty-four hours, these new offices on the Esplanade have been built and occupied without any one finding out till the other day the terms arranged with Mr. Ardaseer. One would fancy from the tone of some of Friday's speeches, that the building had been run up in a night like Aladdin's palace, instead of slowly growing for years under the eyes of a whole army of inquisitive gossips. Let us be honest, and acknowledge that three years ago the Bench had confidence in Mr. Crawford and let him do much as he liked, but that, since the appearance of Major Payne-Barras on our local stage, the fire of patriotism has burnt so brightly within our bosoms that each one of us feels anxious himself to do the whole work of the Municipal Commissioner. We have had our revenge already, by calling upon the Government to deprive the Commissioner of such powers as he claims to have exercised with regard to this lease; and, though it may be good fun to bait Mr. Crawford, still we doubt if the character of the Bench will be raised or the interests of the ratepayers furthered by frequent repetitions of such scenes as were witnessed in the Town Hall on Friday last.

MR. KNIGHT was in a great hurry to get Mr. Narayen Wassoodew's reply to his questions about the value of some land at Tannah; but, now that he has got the reply, he seems by no means equally anxious to do speedy justice to an opponent whom he has accused, after his fashion, of trying to mislead the public. Here is the curt paragraph relating to this subject in the number of the *Indian Economist* published last week:—"We have received a reply from Mr. *Venayek* Wassodew"—Mr. Knight is too great a man even to remember his adversary's name correctly—"to our enquiries concerning his land at Tannah, but are compelled to hold over our notice of it till our next issue." Well, we can wait; but, for Mr. Knight's own sake, it is to be hoped that the answer to Mr. Narayen will be more straightforward than that now given to Mr. Beyts. Readers interested in the discussion about the land question will not have forgotten Mr. Beyts's exposure of the gross and even shameful mis-statements of facts contained in the *Indian Economist's* paper on the settlement of the Soopa talook. Mr. Knight now, with a jaunty air of self-confidence that is plainly affected, says Mr. Beyts makes *only* two corrections of any importance, one of these being that the gross annual value of the crops of Soopa is 22 lacs, and not "from 50 to 70 lacs" (a tolerably wide range) as Mr. Knight supposed. The *Economist* now assures Mr. Beyts that he knows nothing whatever about the matter. Commenting upon the figures which profess to show what the land yields, the *Economist* exclaims—"Positive data! and yet there are 25,300 acres of pure *grass* land in the talook, which is directly connected moreover with Bombay by railways, where mutton is selling at 9d. and beef at 1s. 6d. per lb., while not one word do we hear of the profits of agricultural stock in the district!" The average price of beef of the first quality in Bombay is 7½d. to 8d. a lb., the price quoted by Mr. Knight being the fancy price for beefsteak; but let that pass. We should like to know whether this suggestion about "the profits of agricultural stock" really indicates a belief on Mr. Knight's part that the value of such stock should be taken into account in calculating the rental of a farm. Some kinds of land produce grass and coarse grains on which cattle and sheep are fed, others corn for the food of man, and different values are set on the land according to the purpose for which the produce can be used. Indirectly, therefore, the value of grazing land must be regulated by the return the farmer gets for his own cattle and sheep, or, which comes to the same thing, by the rate at which he can let out his pastures to breeders who supply the great markets. Surely, even Mr. Knight does not wish that the produce of this kind of land should be valued twice over, once when it is in the form of grass, and again when it has been converted into beef or mutton? It would be as reasonable to measure what corn land is worth by first taking the value of the corn it yields, and then the value of the men and women who eat it. What Mr. Knight must mean, then, is that Mr. Beyts excludes grass land altogether from the calculations on which the assessment of Soopa is based.

This would be a serious blunder, if Mr. Beyts had committed it; but what is the real state of the case? Turning to the report on the revenue settlement introduced into the Soopa talooka, we find that the chief portion of the increase in the revenue is owing to the assessment of grass lands at a fair rate. Mr. Beyts himself thus distinctly lays down the rule to be observed with regard to such lands:—"Another fallacy of equal importance needs contradiction. Warra, or grass land is not needed for fallow; it has never been used for that purpose, and is in point of fact, when under grass, as profitable as it was ten years ago equalling in value the best jera-yet crops." After showing the loss to the revenue by the exceptional favour shown to grass lands, he proceeds to say—"There is nothing, surely, to justify prolonging this state of things, which so objectionably creates an unequal incidence of the State demand in villages, not only of the same district but in the same neighbourhood," and he adds the sum of Rs. 36,123, or about one-tenth, to the revenue of the district, by imposing a full assessment on these Warra lands. Mr. Knight must, we think, admit that he has done injustice to Mr. Beyts in suggesting that, under the new assessment, grass lands in Soopa are treated as worthless.

Foiled on all other points, however, the *Economist* at last takes refuge in the declaration that Mr. Beyts simply cannot be telling the truth, when he asserts that the gross yield of the harvest of 59,044 acres of land, forming the Soopa talooka, is only worth 22 lacs of rupees.

"We say that his estimate is impossible. It comes tainted moreover. For it is an attempt to do away with an impression, which his previous report strove most sedulously to beget; and we say plainly that it is not to be believed for a moment. Soopa, as Mr. Beyts himself writes, is one of the richest districts in all India in natural resources, and we are now asked to believe that the gross annual value of its harvest is but

Acres.
Rs 23,27,850 ÷ 59,044 = Rs 37½ per acre,

Thirty-seven and a half rupees per acre, the gross value of the harvest of the richest district in India, with three great markets in its immediate neighbourhood connected therewith by railway communication! Mr. Beyts must excuse our preferring our own estimates to his. We think his report a good deal more reliable than his new version of matters. The harvest of 59,900 acres of *ordinary* land in England is worth nearly £5 per acre, while we are asked to believe that the harvest of the richest district in all India is little more than half that amount; a district growing in perfection and abundance the most costly produce of the country.

Garden land	5,210	acres.
Rice land	5,379	,,
Arable land	20,154	,,
Grass land	25,301	,,
	59,044	acres."

Now, let any impartial man note these figures. It is clear on the face of them that, of the whole area of 60,000 acres, 45,000, or three-fourths, are ordinary land; and that the description which Mr. Knight applies to the whole district ought to be strictly limited to at the outside one-fourth of the area. Then, again, it is a mere piece of impertinence for the editor of a professedly statistical journal which only makes its appearance once a month, and which ought therefore to have no careless writing in it, to accuse a public officer of telling a wilful falsehood, on the faith of a misleading comparison between the values of English and Indian harvests. The superiority of English agriculture more than makes up for the natural inferiority of English soil; and not only is the average productiveness of ordinary land in England at least equal to that of ordinary land in India, but the average prices of produce are much higher. Land which would return £6 an acre in England might therefore very well yield much less than Rs. 37½ an acre in India. But, at any rate, Mr. Knight ought to have worked out the comparison, instead of stating it in this general way to catch the eye of credulous readers. His whole answer to Mr. Beyts, as it stands, contains nothing more than might have been put in one short note, as follows, under the head of Notices to Correspondents:—"Mr. N. B. Beyts, Guzerat. We don't believe you. R. Knight, Editor *Indian Economist.*"

MR. SPARKES, the Deputy Commissioner of Lucknow, is seriously ill.

A CONTEMPORARY learns from Simla that General Donald Stewart is convalescent.

MAJOR F. A. FENTON has been gazetted Officiating Commissioner of the Nagpore Division in the place of Mr. C. E. Bernard.

THE chief duty of the constables of the Scinde, Punjab and Delhi Railway police appears, says a contemporary, to be to walk up and down the platforms at train time and punch the ribs of native passengers with their staves.

THEIR Excellencies the Governor of Madras, and the Commander-in-Chief, accompanied by their respective staffs, and the Honourable Members of the Madras Executive Council, left Madras by train on Wednesday morning for Ootacamund.

IN consequence of a telegram received on Monday night last, a company of the 92nd Highlanders were despatched to Umritsur by the first train on Tuesday morning from Jullunder. It was conjectured that their presence was required at the execution of the Sikh priest.

AT the instance of the local Government, the Supreme Government, the "Indian Daily News" hears, have sanctioned the permanent establishment of the subordinate Civil Courts of Kotree and Meerpore Buttora in Scinde, which were opened experimentally under Government orders of the 19th February 1867.

FROM the Ceylon papers we learn that the present year, so far as it has gone, has had a larger amount of rainfall than has fallen during "any consecutive six months of any previous year." The unusual and incessant wet has, however, we are glad to learn, as yet had no damaging effect on the agricultural prospects of the coming season.

THE "Darjeeling News" contains in its last issue a vigorously-worded plea for private enterprize in the matter of cinchona cultivation. From it we learn that the private plantations receive from the Government gardens hardly any gratuitous assistance. It says that "seeds are given away most sparingly, and not a single plant has been parted with except at a very high price."

THE trials in the case of the butcher murders are proceeding at Umritsur. At Lahore, and at the chief stations in the Punjab special precautions are taken every night to protect the butchers from attack. Instructions have been sent to all police and civil officers to keep on the alert and report at once any occurrence which has the least appearance of political difficulty or religious dispute.

THE office of the Assistant Comptroller of Expenditure in the Military Department, Bengal, has fallen vacant by the death of Mr. A. P. Simkins. It is reported that Mr. George Kellner, at present attached to the office of the Comptroller of Military Expenditure, will hold his appointment permanently, and that Mr. Edward Gay will be promoted to the post of 1st grade officer, Financial Department.

THE "Arjyudharm Prukashika," a monthly religious paper, and an organ of the Society for promoting the Hindu religion in Mymensing, regrets that so useful an animal as the cow should be so often slaughtered, and entreats Government to pass a law prohibiting cow-killing. "Such outrages upon cows we can no longer tolerate," says the editor; but we are afraid he will have to try.

SIMLA appears to be anything but an Elysium at present. A correspondent of the "Englishman" says—"The weather is all that people say about it. We may be without heavy rain for *an hour*, but it makes up for it afterwards, and for the next twenty-three hours it pours a regular deluge. Large pieces of forest land have gone bodily down into the valleys, and we are continually hearing of some sad accident to mark the season of 1871."

THE Lieutenant-Governor of Bengal is of opinion that amongst the other qualifications for future members of the subordinate executive service, they should be able to ride. His Honor says:—

"It is of immense importance that a sub-divisional officer should, for example, be able to go out ten or fifteen miles before breakfast, and make a judicial recognition into the circumstances of a murder,—the body, the blood, the scene of the struggle, and so on,—without intermeddling with his regular work for the day; and in very many of the duties of an executive officer such activity is required. Riding should therefore be added to the obligatory subjects of examination, and I will thank the committee now sitting to arrange this."

REFERRING to the Simla *cause célèbre*, the "Englishman" says—"As it would be manifestly unfair to comment on the apparently extraordinary judgment of the Commissioner of Umballa in O'Connor's case, until we are in possession of a fuller statement of his reasons for the decision, we in the meantime reserve our remarks on the subject. Regarding the character of Major Parsons' conduct, there can, however, hardly be two opinions. So long as it is possible for judicial officers thus to use their authority with impunity, we need not wonder at the unwillingness of Europeans in this country to part with any of their special privileges."

AT the meeting of the Council of the Governor-General for the purpose of making Laws and Regulations, held on Tuesday last, the following business was transacted:—The Hon. Sir Richard Temple moved for leave to introduce a bill to regulate the transport by railways of dutiable goods to places beyond the customs line; the Hon. Mr. Stephen introduced a bill to amend Act No. V. of 1840 (concerning the oaths and declarations of Hindoos and Mahometans); the Hon. Mr. Strachey presented the report of the select committee on the bill to authorise the extension of the Chowkidary Act to places where there is no jemadar of police; and the Hon. Mr. Cockerell moved for leave to introduce a bill for declaring the local extent of the Acts of the Legislative Council of the Governor-General.

THE Lahore paper says:—"The public which has taken such an interest in the present attitude of the Hindoos and Sikhs, will scarcely believe it possible that Government has been weak enough, foolish enough, mad enough, to send orders to Goordaspore to suspend,—not the condemned Mahunt, but,—his *execution!* On Sunday an order arrived at Goordaspore to that effect, but the order—if we are rightly informed—arrived in vain. There is a report current that before the fears of Government had in this manner made themselves apparent, before the Sikh priest knew that the force of character of his people had conquered and overborne the force of character of the Indian Government, the condemned man died by his own act. It is said that unable to bear the indignity of being hanged by a sweeper, he poisoned himself with opium."

THE following is quoted by the Lahore paper from a local hotel prospectus:—

"Gentlemen who come in hotel not say any thing about their meals they will be charged for, and if they should say before haud that they are going out to breakfast or dinner, &c., are if they say that they not have anything to eat they will not be charged, and if not so, they will be charged, or unless they bring it to the notice of the manager of the place and should they want to say, anything they must order the manager for, and not any one else, and unless they not bring it to the notice of the Manager they will be charge for the least things according to hotel rate—and no fuss will be allowed afterward about it. Should any gentleman take Wall Lamp or Candle light from the Public Rooms they must pay for it without any dispute—its charges. Monthly gentlemens will have to pay my fixed rate made with them at the time and should they absent day in the month they will not be allow to deduct any thing out of it—because I take from them less rate than my usual rates of monthly charges."

THE "Englishman" mentions that Mr. J. Westland, the talented young Civilian whose work on Jessore has attracted so much attention, vacates the Under-Secretaryship, and goes home on furlough in September. Government is said to be searching the Civil list for a good mathematician to take his place, irrespective of the various claims of the different provinces to supply the man. It is also understood that Mr. Chapman, the Chief Secretary, will take three months' privilege leave to England after the next Budget, and as Mr. Chapman is pretty sure to be detained for examination by the Parliamentary Committee, the three months will probably be extended to four or five. But after the severe handling which Sir Henry Anderson and Mr. Harrison have received, it may perhaps, says our contemporary, not be deemed prudent for the Financial Secretary to trust himself within reach of Professor Fawcett.

LATEST TELEGRAMS.

[PER REUTER'S AGENCY.]

THE GOODWOOD CUP.

THE SUPERSESSION OF COLONELS.

THE REORGANISATION OF THE FRENCH ARMY.

THE INDIAN FINANCE COMMISSION.

LONDON, 27TH JULY.

The following is the result of the Goodwood Cup:—

Shannon.....	First.
Favonius	Second.
Mortimer	Third.

PARIS, 27TH JULY.

In the National Assembly a proposal has been made, and referred to the Budget Committee, to substitute an income-tax and a duty on salt, for the proposed duty on textile fabrics and raw materials.

LONDON, 28TH JULY.

In the House of Commons last night, Mr. Cardwell, replying to Colonel Anson, said that Government was prepared to introduce on a suitable occasion a bill embodying the recommendation of the supersession commission with the qualifications accepted by the Duke of Argyll.

PARIS, 28TH JULY.

The committee for the reorganisation of the French army yesterday adopted almost unanimously a basis for a new military law, rendering service obligatory from the age of twenty to forty, and according to which soldiers in the service would have no right to vote.

LONDON, 29TH JULY.

The Indian Finance Commission has recommended a more precise and uniform system of accounts and balance sheets in the Public Works Department.

Sir Rutherford Alcock has resigned his post as British Minister in China, and Mr. Wade, C.B., has been appointed his successor.

THE BOMBAY MAIL.

ADEN, 29TH JULY.

The Ceylon, with the outward Indian mail, left here yesterday at 5 P.M., for Bombay.

LIVERPOOL WEEKLY COTTON REPORT.

LONDON, 28TH JULY, NOON.

The Liverpool Cotton Market to-day was quieter and weaker.

Total Weekly Sales of Cotton.....	73,000	bales.
,, ,, ,, Surats.....	11,000	,,
Actual Stock of Cotton.....	700,000	,,
,, ,, ,, Surats.....	109,000	,,
Total Weekly Import of Cotton...	96,000	,,
,, ,, ,, Surats.....	47,000	,,

LONDON, 28TH JULY, AFT.

The Liverpool Cotton market to-day was quieter and weaker.

In the Manchester market to-day to effect sales lower prices must be accepted.

7lbs. Shirtings, 8s. 1½d.

8¼lbs. do. 9s. 6d.

40's Mule Twist, 1s. 1¼d.

Arrived from Bombay, Kimjee Oodowjee.

TELEGRAPH LINE REPORTS.

KURRACHEE, 30th July, 8 P.M.—Latest dates from United Kingdom, via Russia, 29th July, 5-48 P.M. From Continent of Europe, via Turkey, 29th July, 12-30 P.M; via Russia, 29th July, 3-45 P.M; America, via Russia, 29th July, 7-20 P.M. Cable right to Fao; Turkish line right to Pera; Persian line right to London.

WEATHER REPORTS.

VINGORLA, 29th July, 11-15 A.M.—Weather cloudy, wind south-west, thermometer 83, rainfall 5 cents.

CARWAR, 29th July, 10 A.M.—Weather cloudy, wind south-west, thermometer 78, barometer 29·90, rainfall 43 cents.

MANGALORE, 29th July, 11-7 A.M.—Weather rainy, thermometer 78, rainfall 55 cents.

CANNANORE, 29th July, 10 A.M.—Weather rainy, wind north-west, thermometer 76·5, barometer 29·970, rainfall 2 cents.

TUTICORIN, 29th July, 10 A.M.—Weather fine, wind west, thermometer 88, barometer 29·894.

CALICUT, 30th July, 9-30 A.M.—Weather cloudy, wind light south-westerly, thermometer 79, barometer 29·90, rainfall 25 cents.

MANGALORE, 30th July, 9-40 A.M.—Weather fair, thermometer 78, rainfall 70 cents.

VINGORLA, 30th July, 11-30 A.M.—Weather clear, wind south-west, thermometer 81, rainfall 23 cents.

CANNANORE, 30th July, 10 A.M.—Weather cloudy, wind south-west, thermometer 75·5, barometer 29·960, rainfall 57 cents.

BOMBAY GOVERNMENT TELEGRAPH OFFICE—30TH JULY, 9 P.M.

Latest dates from United Kingdom.

Via Russia, 29th July, 5-45 P.M, Greenwich time. Time in transit, 2 hours 23 minutes.

Via Red Sea, 30th July, 12-50 P.M, Greenwich time. Time in transit, 1 hour 25 minutes.

Latest dates from Continent of Europe.

Via Turkey, 29th July, 12-30 P.M, Greenwich time. Time in transit, 23 hours 25 minutes.

Via Russia, 29th July, 3-45 P.M, Greenwich time. Time in transit, 5 hours 18 minutes.

Via Red Sea, 29th July, 7-30 P.M, Greenwich time. Time in transit, 3 hours 10 minutes.

America, via Red Sea, 29th July, 9 P.M, Greenwich time. Time in transit, 2 hours.

The time occupied in the transmission of messages to Bombay from 9 P.M of the 29th to 9 P.M of the 30th July is as follows:—

To Bombay.	Max.	Min.
From Kurrachee	1 52	0 2
,, Calcutta	1 22	0 21
,, Madras	0 50	0 21

THE PROSPECTS OF THE COTTON CROP.

WE are glad to learn that on Saturday a telegram was received by the Secretary of the Chamber of Commerce from Mr. H. Rivett-Carnac, Cotton Commissioner, stating that since his letter of the 19th, published by us on Tuesday last, the cotton prospects have improved. Reports from Wurdah valley and East Berar are favourable, and in West Berar sufficient rain has fallen during the week. Mr. Dunlop, Assistant Cotton Commissioner, reports—"Prospects are now better, the young crops look well, they have got a fair, though late, start." The Cotton Commissioner was on Saturday at Nagpore.

THE POSITION OF THE FRENCH IN EGYPT.

WE yesterday published a translation of the "ordonnance" of the French Consul General in Egypt, authorising his countrymen in Egypt to resist the local police by force, except in cases of flagrant misdemeanour, affray, theft, and attempts to murder or assassinate. The action of the French Consul General in issuing such an "ordonnance" has been condemned by the principal European consular agents in Egypt, and we now learn that the order has been withdrawn by direction of M. Jules Favre, and that the question has been referred to arbitration. The following is a translation of the notification announcing the withdrawal of the "ordonnance" of 28th June:—

"We, Agent and Consul General of France in Egypt, seeing the order of H. E. Monsieur Jules Favre, Ministre of Foreign Affairs;

"Considering that the difference between the Consulate General and the Egyptian Government, which caused my 'ordonnance' dated 28th June, is now submitted to arbitration;

"Considering that whatever be the result of this arbitration, the said 'ordonnance' should be annulled;

"For these reasons, we declare to withdraw, and do withdraw, our 'ordonnance' of 28th June 1871.

"Our Chancellor is charged with the execution of the present ordonnance.

"Given at Alexandria, Egypt, 6th July 1871.

"The Agent and Consul-General,

"VICOMTE BRENIER DE MONTMORAND."

BOMBAY.

RAIN AT RAJCOTE.—There was a good fall of rain at Rajcote last week.

FAIR.—A fair will be held this evening on the Esplanade on account of the Cocoanut holiday.

KATTYWAR.—A dhurumsalla has been erected between Wudwan and Rajcote for the use of travellers, at the expense of the Chief of Moorlee.

CHIEF OF GONDUL.—It was stated a short time ago that the young Chief of Gondul was dangerously ill. We now learn that he has thoroughly recovered.

COCOANUT HOLIDAY.—To-day being the Cocoanut holiday, almost all the public and private offices, as well as the High Court, Small Causes Courts, and Police Courts will be closed.

SALE OF PORT CANNING SHARES.—Messrs. Menesse and Co., auctioneers, sold by public auction on Saturday about five hundred forfeited shares of the Port Canning Company. The prices obtained ranged between Rs. 385 and Rs. 400 per share.

REFUSAL OF DUTY.—William Goodrum, a seaman of the ship Scotland, was charged on Saturday, before the Senior Magistrate, with wilful disobedience of lawful commands in the refusal of duty, and was sentenced to rigorous imprisonment for a week.

AN OLD OFFENDER.—On Saturday the Senior Magistrate sentenced one Yakoob Sooliman, an old offender, to three months' imprisonment, for being found between sunset and sunrise loitering on a gully, and not satisfactorily accounting for his presence therein.

HOUSE-BREAKING AND THEFT.—Khooma Deepta was committed by Mr. Showell on Saturday to stand his trial at the next Sessions of the High Court, on a charge of house-breaking by night, and theft of ornaments, &c., of the aggregate value of Rs. 230, the property of Damma Peeta.

A DEFAMATION CASE AT RAJCOTE.—We see that Mr. Jayshunker Lalshunker, Fouzdar of Dwytpore, in Kattywar, has instituted criminal proceedings against one Nurseyram, a schoolmaster at that place, charging him with defamation of character. The case has not yet been finally decided.

THE VAGRANCY ACT.—John MacMahon was charged on Saturday, before the Senior Magistrate, with being a vagrant and wandering about without any employment or visible means of subsistence. He was ordered to be sent to the work-house attached to the House of Correction under the Vagrancy Act.

ASSAULT.—At the Fort Police Court on Saturday, before Mr. Connon, Mahadoo Raghoo, a ghorawalla, was charged with committing an aggravated assault against the person of Abee, woman. He admitted the offence and was fined thirty rupees, with the alternative of two months' rigorous imprisonment. The magistrate ordered fifteen rupees out of the fine to go to the complainant.

COMMITTED TO THE SESSIONS.—The Senior Magistrate committed on Friday Bapoojee Pandoorung and Jairam Boodhmull for trial at the ensuing Criminal Sessions of the High Court; the first on a charge of cheating by personation, and the second for voluntarily assisting in concealing or making way with certain gold ingots, of the aggregate value of Rs. 3,952, knowing or having reason to believe the same to be stolen.

SALE OF MUNICIPAL GROUND.—A piece of ground belonging to the Municipality, admeasuring 96 6/9 square yards, situated at the junction of Meadow Street with Forbes Street, was sold on Saturday last by Messrs. Crawford and Co., Auctioneers, to Ardasir Mehrwan Iranee at Rs. 85 per square yard. The ground sold realised an aggregate sum of Rs. 8,216. A portion of the ground, which was not sold, has been appropriated for widening the road.

H. H. THE MAHARAJAH SCINDHIA'S BALL.—The ball to be given by His Highness the Maharaja Scindhia to the ladies and gentlemen of the Poona and Kirkee station is to take place in the large and commodious bungalow called the "Eagle's Nest," belonging to Nusserwanjee Manockjee Petit, Esq. The compound and the bungalow was illuminated on Friday evening, and His Excellency the Governor inspected the illumination. We hear that His Excellency the Governor has been requested by His Highness to cause the necessary arrangements to be made for this ball.—*Poona Observer.*

HIS HIGHNESS MAHARAJA SCINDHIA.—His Highness the Maharaja Scindhia of Gwalior arrived here by yesterday (Friday) morning's train. His Highness had proceeded to Akulkote on Wednesday last to visit the Swamee, and there presented ornaments of precious stones, viz. a diamond necklace, and other valuables to god "Vittoba," of the value of about one lac and twenty-five thousand rupees. His Highness also presented to different gods at Pandurpoor, such as pooshags, &c., amounting to twenty-five thousand rupees. About eight thousand Brahmins were fed with sweetmeat (called Bundee lardo) and a rupee dukshina to each Brahmin was given in addition. His Highness was hurried to Poona back soon on account of his receiving telegrams from his kharbarie. We understand that His Highness will remain here for a week or so, and will then leave for Bombay.—*Ibid.*

SHIPPING AND PASSENGERS.

THE SHIP CALLIROH, 1,258 tons, Captain Irwin, arrived yesterday from London with a general cargo.

THE P. and O. Co.'s s. s. KHEDIVE, 2,092 tons, Captain J. D. Steward, arrived on the 29th instant from China, &c., with a general cargo. A Parsee,

The Judge—Did you consent to his going?

Mrs. Brown continued—I consented in the hope that he would return in better health and better able to support me and his children. He left me furniture which realised Rs. 350 and Rs. 20 in cash. The furniture I had in the house for my use, worth about Rs. 500, was attached or rent. He said as soon as he got to England, he would send me a cheque. I have not received a single farthing from him since he left. If I had known that he would leave me so long without funds, I would never have consented to his going to England. He wrote from England from time to time, and I in my letters gave him to understand that I wanted money. I last heard from him from England about the end of 1869. I received no letter from him until the end of March 1870, when he wrote from Calcutta, telling me of his arrival there. He wrote me frequently from Calcutta, and I wrote to him. From August 1870 to May 1871, I have not had a line from him. In May 1871, he arrived at my mother's. During his absence, I lived most part of the time with my mother. She had independent means, but she could not entirely support or assist me and my two children. I was buoyed up with the hope of receiving assistance from my husband up to August 1870, from which month he entirely left off correspondence with me, so that from December 1870 I began to do what I could for myself. I asked him in one letter whether I should take in boarders. He said in reply he had no objection to my taking in one or two nice young gentlemen, provided my mother lived with me. I believe I had often written in my letters to him that, unless he returned reformed, there was no use his returning to me. I used to write to him to this effect when he was in England as well as in Calcutta.

The Judge—It is impossible upon this evidence to call this a case of desertion.

Mr. Macpherson—No, I don't think so, after this.

Mrs. Brown proceeded—I had no personal communication with my husband since his return to Bombay. I have refused to see him. I have no reason to believe he has reformed; if anything, he has become worse. I think so from information I have received both from persons in Calcutta and Bombay. I believe he was considerably in debt in Calcutta. Once or twice since his return, he has gone to the house which I have rented and has tried to break into it. I wish that my furniture and other property may be protected, as well as my children. I think he wishes to get the children—the elder boy particularly. They are aged 3½ and 4½ years respectively. I am seeking this relief spontaneously, and of my own free will.

The respondent here put in most of his wife's letters to him. She admitted they were in her handwriting.

Cross-examined by respondent—I cannot say we parted on the best of terms on the 30th June 1868. You came home to me with your ticket at the last moment—we kissed and parted. You told me not to be rash, but to forgive you for all you had done, and you promised to come to me as soon as you arrived in England. I could not speak from emotion, and, before I could say anything, you were down the stairs.

The Judge—You need ask no questions about desertion. I don't think there is a case of desertion here. You may continue yourself to the suit on cruelty.

Mrs. Brown continued—I did not advise you to go to Calcutta. Can you produce any letter of mine to prove that I did?

The respondent produced a letter in which Mrs. Brown said—"Go to Calcutta direct, darling, for there are one or two of your creditors on the look-out for you," &c.

Mrs. Brown continued—I never left my house on account of your conduct, because I had nowhere to go to. I never gave you cause to leave me.

Respondent—Did you not, while we lived at Colaba, go at 2 o'clock one morning to the bed of Captain Smith, who was sleeping in the next room, raise his pillow, kiss him, and sit upon his bed?

Mr. Macpherson—I object to this question. There will be no check upon questions of this kind. We feel the want of a written statement, and we are not prepared with our answer to such questions.

The Judge said the respondent might wish to show there were circumstances in extenuation of the instances of cruelty.

Mrs. Brown—I recollect Captain Smith being a friend of my husband, and when it was very late, my husband asked him to stay at our house.

The Judge—Well then, do you remember an instance of your leaving your husband's bed and going to the bed of Captain Smith?

Mrs. Brown—I never did so.

The Judge (to respondent)—You must confine yourself to the charges of cruelty.

Respondent—They are quite foreign to me; I know nothing about them. They are quite new to me.

The Judge—She says you were intoxicated, and you may not remember what you did in a state of intoxication.

Respondent—If that was so, we should not have lived so happily together, and so long.

The Judge allowed respondent to ask any questions which he thought were to the point.

Respondent—Do you know Mr. Randall?

Mrs. Brown—I knew him before you left for England.

Respondent—When I was in Calcutta, I learned that she was in very close intimacy with him. That is the reason I came to Bombay, and I found my suspicions confirmed.

Mr. Macpherson said it was useless to ask such questions unless respondent was going to prove a charge of adultery against his wife. If they were so, let him sue for a divorce, and no one would be happier in that event than the witness; but surely he should not be permitted to go into these questions merely to annoy her, which seemed to be his present object.

The Judge—If you do not intend to prove adultery, you had better not attempt these questions.

Respondent—Have you had a criminal intercourse with Mr. Randall?

Mrs. Brown—I never had.

Mr. Macpherson—Your Lordship sees the result. Nothing would be proved, and the only result of these questions will be merely annoyance to the witness.

The Judge—I cannot prevent him from asking questions. She may confess something, which would be his defence to the charge of cruelty.

Respondent—Did your brother James leave you and Mr. Randall while you were living at Worlee?

Mrs. Brown—Yes, on account of the great distance from his office. I went to Worlee to improve the health of my children: I was living at Parell in a house which I had rented, and my brother James was living with me as a boarder.

Respondent—Did I not take a house for you?

Mrs. Brown—You never took a house for me. It was my mother who took it. I left Mahgaon to go with my mother to Rutnagherry, where she has a little freehold property. I paid the expenses from the money I had borrowed.

The Judge—I cannot let you go into every minute particular. As to any charge of adultery, anything of that sort, you may examine her.

Respondent—Have you not had a miscarriage within the last two years?

Mrs. Brown (weeping)—I am quite shocked to hear you mention such a thing.

Mr. Macpherson said the matter was getting so annoying to the petitioner that he must request that the case be heard in chambers. There were "gentlemen of the Press" noting down everything; and he must request that the matter be moved into chambers.

The Judge—That is no reason.

Respondent—Are you now living alone with Mr. Randall at Worlee?

Mrs. Brown—I am living with him to avoid my husband's violence. I have consulted my solicitor, and I am living there by his advice. I have received a letter of the 1st July.

Respondent—I am ashamed to ask the question I am now going to ask, but I am bound to do so.

Mr. Macpherson said the man himself felt a compunction about putting the question, which, he knew, must be irrelevant and objectionable; and he (the counsel) must object to it.

The Judge thought he could not prevent it.

Respondent—Are you not at present pregnant?

Mrs. Brown (looking to her counsel)—Am I to answer the question?

Mr. Macpherson—Don't answer until His Lordship tells you.

The Judge—You may answer the question. Are you in the family way?

Mrs. Brown—No.

Respondent—Will you object to a doctor examining you?

Mrs. Brown (looking to her counsel)—Shall I answer the question?

Mr. Macpherson—Yes, answer it.

Mrs. Brown—I will not object.

The respondent asked several other questions referring to letters which had passed between the parties, and put in some more letters from his wife.

Margaret Trott—I am the mother of the petitioner. I remember the marriage of my daughter. I lived with her and her husband at Mazagon and at Colaba. I remember his getting drunk and abusing my daughter. I lived with them three months at Mazagon. She used to throw out bed linen, bed, and furniture. I joined my daughter at Colaba after she went to live there. One day I heard the report of a pistol. I rushed into my daughter's room, and found her in great alarm. Her husband was unscrewing a pistol. I asked him what he was doing with the pistol. He said, "Hold off, or you will all get some of it." He was very spiteful to the second child, and used to strike him. We were obliged to remove the boy to Mr. Candy's school. On the occasion of Mrs. Brown's last confinement, I was obliged to send for a nurse without Mr. Brown's knowledge, because he refused to send for one.

To respondent—You parted on good terms with us all when you went home.

Mr. Macpherson said that was the case for the petitioner.

The Judge (to respondent)—Do you want to make any statement about these charges?

Respondent—They are quite new to me. I know nothing about them.

He was called into the witness-box and said—I have no recollection of any of the acts charged against me. I was driven to drink by my wife's conduct. I left her in sole charge of her mother, but she did not live with her. I wish to claim the children in order to educate them properly.

The Judge—Have you no witnesses? Why don't you call Dr. Blaney, who knew you? You were a contractor—why don't you call some people who were about you?

The respondent said he had not summoned any witnesses, and, as to engaging counsel or solicitor, he had no funds at present.

The Judge asked him if he wanted a postponement until he could get funds.

The respondent replied in the negative.

The Judge—Were you not a confirmed drunkard?

Respondent—I was not always drunk.

The Judge—Were you drunk constantly?

Respondent—I was occasionally drunk, but it was at home in my wife's company.

To Mr. Macpherson—Never in my letters did I charge my wife with misconduct, because I made up with her when I left. I gave her permission to take in genteel lady boarders if she knew them. I cannot swear I did not get drunk out of my house. I don't know.

Mr. Macpherson cited several cases from Pritchard's Digest. He submitted that, apart from the correspondence, there was no condonation. The learned counsel had not seen the letters of the petitioner which were produced by the respondent. He, therefore, requested his Lordship to look over the correspondence and refer to the cases he had cited.

The Court reserved its judgment.

ANOTHER FATAL GUN ACCIDENT AT MADRAS.

(*Madras Mail.*)

We regret to have to announce another fatal explosion of a smooth-bore, cast-iron gun of Fort Saint George. The piece of ordnance, a 24-pounder, was cast in England in 1847, and sent out to Madras in 1848, since which time it has been in store in the Fort Arsenal. It was recently supplied with a copper vent, and removed to St. Thomas's Mount, for the usual six rounds' test with the usual charge of 8 lbs.: and it was fired for the first time, on Wednesday morning, together with seven cannon that were being similarly tested. At the fifth round the gun burst, with great violence, into eleven heavy pieces, most of which were hurled with great force to the left; and we regret to add, that one gunner, named Peirce, had both his thighs fractured, and died from the effects an hour afterwards. It is supposed that he was hurled against a comrade name Spence, whose leg was broken. Four other gunners were wounded, but not seriously. As the detachment which had fired the first three guns were at the time passing in the rear of the gun that burst, with a view to fire the other four guns, it is a great wonder that no more harm was done, as some of the fragments of the gun were blown to a distance of two or three hundred yards: and a large piece of the broken breech, measuring two feet in length, lodged in the carriage of the next gun, which was at a considerable distance. No medical officer was present on the practice ground when the accident happened; but prompt assistance was soon obtained for the removal of the wounded men to hospital. The carriage of the gun was smashed. The Inspector General, and Deputy Inspector General of Ordnance, have carefully examined the fragments of the gun, and their report will doubtless be made without delay to Government.

To the non-military mind the fact of a maiden-gun, if we may call it so, bursting when being proved, is suggestive of the need of the numerous similar guns now lying in the Arsenal being thoroughly tested as soon as possible. We suppose guns burst elsewhere; but in the comparative absence of such information, it is natural to suppose that Madras has of late been too notorious for failures in the ordnance of which the Fort boasts. That the *Illustrated London News* should in one of its issues have reproduced a graphic sketch by an Artillery officer, of the explosion of a gun on the ramparts of Fort St. George, is additional reason for regarding such accidents as unusual. The idea that this Presidency was provided some quarter of a century ago with cannon that are no credit to the founders may or may not be justified. Meanwhile we do not think that the vigorous defence of the Fort against attack by a well armed fleet would be altogether satisfactory to the garrison; for what with the venerable ramparts subsiding gently, as some people apprehend would result from the concussion caused by the simultaneous discharge of several guns from their summits and the occasional bursting of an untried piece of ordnance, and the hurling of its fragments among friends rather than foes, the perils of the defence might be both internal and external. We are glad that the testing of the guns in the Fort Arsenal has been ordered to be conducted at the mount, where there is abundance of room, and where, in the unhappy event of a disaster, life would be reduced to a minimum. The wisdom of the Government in recently prohibiting such experiments in the Fort, is proved by Wednesday's accident. Can it be that the explosive power of the gunpowder of 1871 is greater than was provided for in the ordnance of 1847? The Government is no doubt alive to allay some reasonable anxiety, this and kindred questions in connection with these gun explosions might make the official reports public. In England, accidents of this nature would be exhaustively explained; and the reports made immediately accessible to the public. It would be better to allay disquiet by letting the truth be known, so that it may be ascertained, of the causes and extent of the weak points in our armament, than to allow the prestige of the whole of the ordnance in the Fort to suffer from the accidents that have occurred to a few possibly exceptional pieces.

FLACCUS IN INDIS.

"Qu fit, Maecenas, ut nemo, quam sibi sortem."

Pray tell me, good my lord, how 'tis of late
We find so few contented with their fate;
On every hand a lusty chorus rings
Discordant from "the present state of things;"
No class of men but brings some grief to view,
And seeks redress from Parliament or you.
You take the journals up—Lord! how they teem
With grumble heap'd on grumble, scheme on scheme;
Some this propose, and others censure that—
But 'tis the story of the Bell and Cat
Repeated once again—though all can tell
What should be done, yet none can bang the bell!
Perfection in Church, State, and Private Life—
A perfect Government or perfect Wife—
They want all their wish-es fulfilled given,
Believ-me, India would be next to Heaven.
Here's let me see, a Captain of N. I.
Writes from Bombay that living is so high
And pay so small, and then, to make it worse,
The Income-tax is down upon his purse;
"Ah! would," he cries, "that I had been a Civ.,
For then I should have had enough to live."
But overleaf a young Joint Magis-rate
Has got no end of miseries to relate,
From eve to morn, from morn to set of sun,
His busy pen is ever on the run—
"Like slave beneath taskmaster's lash depressed,
We get one sorry month a year for rest;
While those gay rel-coats, who no labour do,
Are sometimes permitted, though they're less for two,
And then, alas! to consummate my ills,
My wife must spend the sea-on at the Hills,
While I must here alone—and for my purse;
Stand it—no income could—the hills are India's curse."
Hullo! what's this?—"The Government of Bombay,
Hard up for money; why that's every where:
Not one knows how his bills are to be met,
No wonder then the sepoys are in debt.
What's next? An outery at the price of grain,
And then another wants to stop the rain—
"It's out of season," and that "it was due at last,"
"But how," inquires R. E., "will streams be crossed
In such high floods, when Civil Engineers
Build wide-arched bridges upon leaky piers?"
From grave to gay, from lively to severe,
No subject but or meets with smile or sneer.
What's reason Peter, Paul will bring to task.
With loud-mouthed censures spoke through envy's mask;
And doctrines that Mofussil loves to preach
Are heard with horror down at Grant Road Church.
Suppose one moment that the scene were changed,
And all unequal burdens fairly ranged:
Our Captain gets more work and lighter pay,
Our Civ. but half allowance while away,
The rain stopped, the grain comes down in price,
And thirsty souls no more the merck of the rice,
And R. E. set securely to refix
The bridges whose newly d wnfall he predicts.
"How now," your lordship cries, with voice irate,
"Is no one yet contented with his fate?"
The Civ. wants money and the Capt-in finance,
The bunyas grumble at the cheapened measure,
And R. E. finds that in this stubborn land
With half-set work 'tis best won't do to hasten the sand.
And then unanimous their rage th-y vent
Ou-u, my lord, a victim innocent.
"The puissant powers on Himalaya throned
C-re not though 'neath them all the Empire groaned;
What reck they of our heat, so they be cool?
Thus did not Clive and Hastings calmly rule
From heights sublime—'Twas then the English name
By vig-rous counsels raised the voice of fame,
Whose last few echoes now are all but lost."
Ah me, my Lord, don't let yourself be crossed
By all these g-umblers—they can't do you harm;
Let them grow l-ud—" There is no joy but calm,"
At least so our dear Tennyson doth say;
But I must stop—I've just been called away
Most unexpectedly— DAVUS.

THE MAHOMMEDAN DIVORCE CASE.

Referring to the Mahommedan divorce case the *Bombay Guardian* of Saturday says—

A Mahomedan ill-treats his wife and drives her out of his house; the English law, as represented by the magistrate, steps in and shields the poor woman, requiring the husband to pay for her maintenance; he then divorces her, and refuses to do anything further for her; and the High Court decides that he is freed from all obligation to care for her, the Mahommedan law of divorce being recognized by that law of the country. This is a most anomalous condition of things. The Legislature may from year to year effect improvements in its own legislation, and may bring in a new divorce bill whenever it likes; but with regard to Mahommedans and Hindoos, there can be no improvement, no rectification of hereditary abuses; the world moves on, but these subjects of Her Majesty have the privilege of standing still. It is a perilous thing to say to Equity, "You shall have nothing to do with these classes of her Majesty's subjects. Whatever iniquity has once attained the form of law among them shall have the same stability and permanence that the Queen's throne has." But is it absolutely so, that Hindoo and Mahommedan law is as unalterable as that of the Medes and Persians? Far from it. Were these laws have been found in conflict with the necessities of the State they have in many instances been set aside; the very presence of a Christian Government here is a violation of them; religious liberty knocks down a multitude of them at once. We have constantly insisted that the people of this land had a right to be governed by the best wisdom of the governors, and not by hereditary follies of their own; and we remember that Sir John Lawrence, in the Punjaub, gave distinct expression to this very sentiment.

DO WE ALL DRINK LEATHER?

(*Englishman.*)

The *Pioneer* reports the interesting discovery, on the part of a savant, of a sudden formation of leather at the moment when milk is poured into a cup of tea. The contact of the albumen of the milk with the tannin of the tea, engenders "minute flakes of the very same compound which is produced in the texture of tanned hides." The savant, who has made this discovery with the aid of a microscope, calculates that in the course of a single year, a tea-drinker of average capacity must imbibe enough leather to make a pair of shoes. As there can be no doubt of the *bona fides* of this valuable discovery, we venture to protest against the criminal luxury which it reveals. We see no reason why a machine, similar to the apparatus which makes smoke "self-consuming," should not be invented for the purpose of apprehending the stray particles of home-made leather in our tea-cups, and considering them for their proper uses in the economy of creation. We can hardly conceive of anything that more clearly partakes of the character of criminal luxury than a systematic course of drinking boots; and we think that the warning recently furnished by France should not be lost upon us.

THE PIRATES OF THE STRAITS.

(*Straits Times*, July 14.)

The event of the greatest local interest during the fortnight has been the action of H. M. S. Rinaldo and the colonial steamer Pluto with the Malays at Salangore. In our last Overland we stated that the Pluto had gone with a party of police in search of a junk which had been taken and the crew murdered by the passengers. The junk was found in the river at Salangore, a place in Malacca Straits, and after landing and conferring with a son of the Sultan, the police succeeded in recovering a part of the property and securing nine of the pirates. They would have taken more prisoners, and got more of the property, but that some of the other Rajahs interfered, and their men threatened violence to the police, who then withdrew and returned to their vessel. The Pluto was also fired upon from the native forts, and then went to Penang with the junk and the pirates. A telegram was at once sent to H. E. the Administrator, and H. M. S. Rinaldo went down, and after her men had been treacherously fired upon and wounded while endeavouring to persuade the Rajahs to come on board the Pluto and settle the matter amicably, she went in next day, and after a spirited action, succeeded in destroying the forts. She went in again afterwards, with the Pluto and a party of sepoys, and completely demolished the forts, spiked the guns, and burned the town, all the inhabitants having fled. The place is a regular nest of pirates, and the punishment inflicted by the Rinaldo will have a beneficial effect.

THE SIMLA CAUSE CELEBRE.

O'CONNOR vs. PARSONS.

Third Day—Wednesday, July 19.

(Before J.W. Macnabb, Esq., Commissioner of Amballa.)

Action for Rs. 20,000 damages for false imprisonment.

Mr. Reynolds, barrister-at-law, for the plaintiff; and Mr. Plowden, Government Advocate, for the defendant.

Major Parsons' examination-in-chief continued—The agreement I drew up embodied what was decided at Mr. O'Connor's premises. I had my doubts as to whether he would sign it, although I expected him to do so. I did not at any time that morning propose to claim the space between the verandah and the house for the public. I am perfectly sure of this. On the 14th the agreement had not been returned signed, either to myself, or the municipal clerk. When I was at kutcheree that day, I sent for Mr. O'Connor, who was in one of the rooms, and asked him about the agreement. He replied that he had not signed it, and did not intend to sign it. He showed me a rough draft of an agreement which he had drawn up himself. I looked at it, and to my view it revived Mr. O'Connor's objections on the morning of the 13th. It reserved the right of claiming the land to be given over, and also asserted Mr. O'Connor's right to build on any land he might consider belonged to him. I did not wish to discuss the matter any more, as I considered it settled. I considered the resolution of the 10th as an order to stop work till the agreement had been signed, and his carrying on work on the 10th and the 11th was against that order. It showed along with his subsequent conduct that he had not intended to act *bonâ fide*. I considered he was carrying on an unauthorized nuisance, and accordingly fined him Rs. 40. I wished the fine to be a light one, and a warning. I gave him a verbal warning as well, as I did not wish to be hard on him. I ordered him to restore the road within two days, and cautioned him that if he did not he would be severely punished. This paper is a record of the case. The sentence and the order to restore the mall were recorded in Mr. O'Connor's presence. The remainder of the judgment was completed the same afternoon. This vernacular sentence and order was also written at the time. I am perfectly certain that I told him to restore the road within two days. I did not threaten him with a fine of Rs. 200 a day. To the best of my recollection, I did not enquire whether he was going to Calcutta. I am perfectly certain I did not threaten him with six months' imprisonment if he attempted to leave Simla. I may have asked him whether he was going to Calcutta, but I have not the remotest recollection of having done so. The fine of Rs. 40 was realised by a cheque on the Simla Bank. To the best of my recollection, I accepted the cheque at once. Beyond that there was a cheque, I have little recollection on the subject. I don't recollect refusing to accept a cheque. Cheques are accepted in payment of taxes, but I never recollect a cheque being presented in a criminal case before Mr. Woodward. Mr. Baltram and the serishadar were present when the case was going on. On the morning of the 16th I took a look at Mr. O'Connor's premises on my way to kutcheree, and took Mr. Beltram's evidence as to the state of the premises when I got to kutcheree. I issued a warrant under Mr. O'Connor's arrest under section 291 of the Indian Penal Code. I issued the warrant because he had shown the utmost disregard to my order of the 14th, under section 63 of the Procedure Code. When I saw the premises on the 16th, they were in the same state as on the 14th. The obstruction had not been removed in any way, and no steps had been taken towards it. The papers produced are the records of the case of the 16th instant. After I had recorded Mr. Beltram's deposition, I issued a warrant with reference to section 291 of the Penal Code in my own handwriting. I considered the charge to be initiated by myself. The charge was stated to Mr. O'Connor. I read the charge to him, and recorded his defence before I sentenced him. I am perfectly sure of that. Mr. O'Connor's statement was, "I do not recollect that you gave me this order in Court," and that "the two days had not elapsed." I do not recollect that he made this statement before he made this statement. I sentenced Mr. O'Connor to twenty days' simple imprisonment and fine of Rs. 300, or in default ten days' additional imprisonment. Mr. O'Connor made some angry remarks when I sentenced him the first time, but I forget what their purport was. It certainly was not a threat to put me out to him, enjoining him to restore the road in two days. I was the prosecutor in both cases. I put the heading Municipality vs. O'Connor, according to section 99 of the Municipal bye-laws. The fact that if it was headed Government, the amount of the fine would go to Government, and that, as headed Municipality, would go to the Municipality, may also have had some weight with me in putting the heading. I did not think it necessary to get the sanction of the Municipality before prosecution. It would be impossible to keep the sanitarium in order if that was the case. I swear that I did not consult any Municipal Commissioner in those two judgments were true according to my knowledge at the time they were made. Mr. Beltram informed me on the 16th February that Mr. O'Connor was about to leave Simla. He told me this before I issued the warrant. At the best of my belief, Mr. Beltram told me in conjunction with him. He knew of the station, and very likely might go that day. Mr. Beltram told me about Mr. O'Connor's intention to leave Simla on my saying I was going to take proceedings against him. The reason why I proceeded against Mr. O'Connor before the two days were expired was that I had not touched the road until the order to do it was passed, and that it would be impossible for him to do it within the time. It was only a matter of two or three hours before the two days would be up. If Mr. O'Connor had shown any inclination to remove the obstruction, I should not have proceeded against him. It was on the afternoon of the 14th I gave the order to injunction, and on the afternoon of the 16th when I punished him. It would have taken about two days to put the mall into its original state. The reason why I did not issue a summons, instead of a warrant, was because I heard Mr. O'Connor was leaving Simla, and it would be impossible to get him to sit on the case, and the mall continued in its obstructed state. I have never had any reason to doubt Mr. Beltram's veracity or integrity. I had no doubt of my power to imprison Mr. O'Connor. I did consider the subject of the power of Justices of the Peace over European British subjects before I issued the warrant in question. The reasons are given in my written judgment. I did not think of proceeding against Mr. O'Connor under chapter 20 of the Criminal Procedure Code, as it would involve delay, which was unadvisable respecting the case of a public thoroughfare, and especially the mall at Simla. I did not consider a written complaint under section 190 of the Procedure Code, that is to say, a written order to be delivered to the person addressed. There have been alterations made in the draft agreement drawn up by Mr. O'Connor since I saw it. The words "strictly within the limits of the original verandah" have been inserted, and the words "the right of passage" between the verandah" substituted for the words "the right of passage to the verandah." I wished these words inserted, because Mr. O'Connor claimed ground outside his verandah. I proposed their insertion at the meeting of the 18th February. The alterations in the words were communicated to Mr. O'Connor, and accepted by him in the Court, when he signed the agreement.

The Court adjourned at 7 P.M. till 10 o'clock the following morning.

Fourth Day—Thursday, July 20.

The case was resumed this morning, when the examination of the defendant was proceeded with as follows:—

I heard Dr. Thorpe's examination. Dr. Thorpe was one of those who complained to me of the obstruction of the road. As well as I can recollect, he told me that he had nearly come to grief.

Cross-examined by Mr. Reynolds—It was after I stopped the works when he told me this. To the best of my recollection, it was between the time I fined Mr. O'Connor and the time when I imprisoned him, about the 14th, 15th, or 16th February. A great many complaints were made to me about the obstruction the very evening I stopped the works. I don't recollect giving answer to the effect that the works were going on under some agreement with Mr. O'Connor which was not quite settled. When I told Mr. O'Connor on the evening of the 14th that if he did not stop the works I would arrest him, I certainly meant what I said. I meant to arrest him under section 110 of the Procedure Code. I do not think the word offence there refers only to thefts or robberies, or such like. I felt myself responsible for an unauthorised nuisance. I did not think it necessary at that particular juncture to proceed under section 314 or any of the Procedure. I did not think it advisable to do anything more than stop the works. I intended to take the very earliest measure to look into the matter. I did not wish to be harsh on Mr. O'Connor. I considered it to be a great nuisance, but I took the responsibility on myself of allowing it to remain till I could take measures. If any one had broken his neck there that night, I should have considered myself responsible for it. The measures I considered sufficient were to ascertain the difference between Mr. O'Connor and the Committee. I should then, on Mr. O'Connor's signing the agreement, have taken any conjunctions with him necessary as soon as possible. I thought the difficulty might be settled on the Monday, although I was not very confident about it. It was not till after the interview on Monday, the 13th, that I felt convinced that Mr. O'Connor would not keep to his agreement. I took no steps that I recollect to ascertain on the 13th if Mr. O'Connor had signed the agreement which was sent to him that day. I was satisfied on the 14th that he had not signed the agreement, because it had not been sent back to me or the municipal clerk. I waited before I took measures, because I was inclined to give him ample time to sign and return the agreement. I did not wish to sit on the man's back. I did not, and probably would not, have taken action to abate the nuisance on the 14th, if Mr. O'Connor had not come to Court on the 14th, as I did not wish to press matters when I gave him two days' time on the 14th for the same reason. The work did remain *in statu quo* from the 11th, when I stopped work, up to the 21st. No accident took place in the interval owing to the obstruction, but several complaints were made. I nearly fell into the excavation myself on a dark night. It was the night of the 15th February. I was cantering home that night, and nearly rode over the rails. There were a good many people living in Chota Simla then. I don't recollect when Mr. O'Connor finished the work. I was out in camp at the time. When I fined Mr. O'Connor on the 14th I took no evidence because he admitted the offence. The offence was under Bye-law 69. He admitted that he had dug up the mall, and that he had not signed the agreement. He added that he had obtained the permission of the Municipal Commissioners. I took his statement as an admission of the offence. I did not take it as equivalent of a plea of not guilty. I considered he had admitted that he had continued the work in spite of the prohibition, because he said that as he had the permission of the two Commissioners on duty to dig, he did not see why he should not go on.

Re-examined by Mr. Plowden—With regard to the proceedings of the 14th I was aware that Mr. O'Connor had worked after the receipt of the resolution, because I saw work going on in the evening of the 11th, and he admitted having received it.

This closed the defendant's case.

Mr. Plowden then proceeded to address the Court on the defendant's case.

THE COREAN EXPEDITION.

(CORRESPONDENT OF THE "NORTH CHINA HERALD.")

The Corean Expedition, at my last writing, was on the eve of making a renewed ascent of the river Salee, otherwise called the "Inside Passage," between Kanghwa island and the mainland. A surveying party, sounding out this channel in steam launches, supported by the Monocacy and Palos gunboats, had been suddenly fired upon in the progress of the survey; and had, with admirable skilling, driven out the enemy from all their forts and batteries. By the Monocacy starting a plate upon a edge, the survey had to be temporarily postponed while that vessel was repaired. The above action was on the 1st June. Later evidence proves 30 Coreans to have been killed in the return fire of the launches and gunboats, and "many" were wounded. The fleet waited for ten days at their anchorage, daily expecting an apology from the Government for what was supposed might have been the uncountenanced act of the Military Mandarin in charge. This action seems to have been the more temperate and considerate in the American authorities, since it has been heard that the Corean officials first visiting the fleet did, as requested, advise the authorities in advance of the fleet, that it came with friendly intentions, and deprecated in their fellow Coreans officials any such blunder as firing upon the exposition. But as the ten days expired and no apology came, preparations were actively made for a renewed ascent of the river, with a view to clearing away the insult offered the flag. It was proposed to take the forts whence the launches were fired upon, and to thoroughly destroy them and their armaments. The river passage being deemed too difficult to justify passing the batteries and taking them in the rear, it was concluded to land below the forts, under the fire of the gunboats Monocacy and Palos, and take the forts from below and in the rear. The forts being situated on a peninsula, by occupying the neck of the peninsula landward, the Coreans were to be taken in rear and made prisoners.

On the 10th June therefore, at 10 a.m., the Palos, towing twenty-one boats containing the landing party, left Boisée Anchorage. The Monocacy and steam launches led the way. Coreans were found in force manned two other forts still nearer the fleet than those firing on the 1st inst. Here, therefore, work commenced, at a little before noon, by the Monocacy and launches shelling the first fort. The landing force of about 650 men, half armed with Remington carbines, and the rest with rifles, breech-loading pistols and cutlasses, landed below the fort, and stormed that. Through this, the force dragged their howitzers and took the fort, meeting but little resistance. It being already quite late, two companies of Marines were thrown forward as skirmishers, and a light field-piece sent forward to support them. The force then encamped in a barley field around the captured fort, which was christened "Marine Redoubt." Camp fires were soon going, and the force were enjoying their first night ashore. As much sleep was obtained as consisted with a midnight call of "all hands" upon some firing on the pickets. At this fort a few prisoners were taken. While only one of the landing party was wounded, and that not seriously. The fort was merely a water redoubt mounting some 50 guns, none very large. All were of the Chinese breech-loading pattern. At daylight this fort was destroyed, the neighboring houses burned, and the land force again on the march, the Monocacy and launches passing up the muddy shore on one side and a swamp on the other. The Pioneers made the best of the narrow pathway, and the column moved slowly along till they reached a hill above and in rear of the second fort, "Fort Monocacy." This fort was taken with ease by the Marines, it having been already thoroughly shelled by the gunboats, while the rest of the force moved on to a still more advanced position. In the heavy and abrupt hills, the weighty field-pieces gave much trouble, but reinforcing the men at the drag ropes enabled them to be overcome. Passing rapidly on, a hill was gained which it was desirable to hold, and three companies remained to hold it, while two other companies held another hill just behind. The flank and rear being thus protected from the thousands of Coreans—only waiting till the storming party should be repulsed, as they fondly hoped to swoop down on the flank and rear and destroy the handful of foreigners engaged. But one more hill intervened between the advance and the third and last fort to be carried. This was a series of water batteries and redoubts on Elbow Point, commanded by a citadel in their rear. Here flew the Generalissimo's flag, and here, under a mat awning, were the general's quarters. The retreat of the Coreans was already threatened by the force getting a position in the rear of all their forts on the peninsula. They, however, clung desperately to their posts, death threatening them if they ran into the hands of their officials farther up the river; for death, we learn, was the penalty pronounced beforehand for running; death too was rapidly closing down upon them from up the neck of the peninsula. Between the two Coreas valleys, a rush was made, and a crest still nearer the citadel or Generalissimo's quarters, gained. Here a furious fire was opened upon the citadel, and vigorously returned by the Coreans. All the while rose the Corean death cry, a cry learned from nothing human. A few moments, and the fort was in line, and ready for a charge up the precipitous face of the hill which was crowned by the citadel. A spirit of impatient eagerness to be inside that fort now ran through the force, hardly waiting the command to charge, they plunged down the side of the hill and towards the citadel. How they encountered the valleys of the Coreans, who, far from being scared by the advancing charge, stood up to fire with the coolness and immobility of Indians; how they struggled up the rough and precipitous side of the hill, while all the while the gingal balls rained down upon them; how nothing could stop the gallant Lieut. McKee and his brave comrades, who encountered the first volley with him, those present can testify. Lieut. McKee received the charge of a gingal as he entered the fort, but this did not prevent him from struggling forward into it, where he was found almost overpowered by Coreans, fighting desperately, sword in hand, when his brother officers and followers appeared on the scene after. There was fierce fighting for a moment or two within the fort, as the sword wounds brought back witness, but it was for a moment. The fort was soon full of troops, and the remnant of the enemy, their retreat up the peninsula being cut off by the loss of the citadel, which commanded all the lower land, fled down in the opposite direction, to the point, where they were disarmed, some of them fighting sword in hand after they were waist deep in water. Some escaped on native boats across the river; some tried to escape up the peninsula, but were mowed down by the howitzers. From the desperation of their fighting, it is evident they expected no quarter. All engaged, bear witness to their bravery. The fort was won. But the stormers, who had all equally faced death a moment before, were quite unmanned to find the victory had cost them so dear. Lieut. McKee was mortally wounded, and died before sunset; Private Seth, Allen and Haunahan were killed, and six wounded, among the latter Passed-Assistant Surgeon Wells, who was wounded in the fire opened from a fort on the opposite side of the river, while he was "cheering ship" to the party in victorious possession of the citadel. The whole attack was a spirited and brave affair, and to single out any one leader would be injustice to numerous others left to guard the rear of the attacking column, held at bay by many times their own force. These were threatened at one time with a rear attack in force; but a few volleys made the Coreans think better, and they retired behind the crest of their hill and kept there. The interior of the fort presented a ghastly sight. The upper of torn bodies of the Coreans lying in every horrible attitude, beggars description. Near the tent of the General, were the bodies of some fifty Coreans, some dead, others dying, mutilated and distorted, while the pits and ditches were filled, and the surrounding hill was covered with them. No women were seen near the forts. Everything showed preparation for attack, and confidence in their preparations. The destruction of the forts was immediately begun, the works broken down, the guns broken, burst, or thrown into the river. Houses were fired, magazines exploded, and wounded Coreans were taken to the Monocacy.

The ends of the expedition having been fully accomplished, and the insult to the flag properly avenged, orders were received from Rear Admiral Rodgers to return to the fleet at Boisée Anchorage. On the next morning, therefore the 12th, the force was early astir; an hour saw them re-embarked; and in tow of the Monocacy, they were, at 10 a.m., passing the flagship Colorado. The few men left on board the fleet manned the rigging of the Colorado, Benicia, and Alaska, and gave them hearty cheers. These, the tired soldiers and sailors returned from the Monocacy. The Monocacy was dressed with the numerous captured flags of Coreans, with suits of their shot, proof coats and helmets. These latter are made of forty thicknesses of strong cotton cloth, and are no easier to pierce than a whole piece of shirtings. A sword cut or thrust makes no impression on them, and only a rifle bullet can bring out blood from behind such unheard-of padding. The Palos got upon a rock, and was out of the fight for six hours. The Monocacy also touched again, but the damage was soon temporarily repaired. The difficulties of navigation in the French approach to the Séoul river are by no means inconsiderable, and make the artificial obstacles added by the Coreans seem comparatively trifling.

RUSSIA AND SPITZBERGEN.

The Russian claims to Spitzbergen are still being very warmly discussed in the Russian press. The letter of the Swedish ambassador, in opposition to these claims, which was published a few weeks ago in the *Journal de St. Petersbourg*, has called forth several rejoinders from the Russian geographers, and the *Moscow Gazette* now goes so far as to declare that the question of Spitzbergen is "one of the black points on the European horizon." Hitherto, it says, Spitzbergen has been regarded as a Russian island in every village school in Europe, and the circumstance that it has at various times been entirely abandoned does not affect the right of Russia to hold it. Although uninhabited, Spitzbergen is of considerable value for commercial purposes, as the Dutch alone obtained a profit of upwards of a hundred million roubles from the whale fishery there during 45 years. Russia has always regarded this territory as her property, and even if it were considered to be without a master, Russia, by virtue of her geographical position, would have at least as good a claim to it as Sweden. The latter professes only to want it for scientific purposes; but Russia can do as much in the way of scientific investigation as Sweden. Finally, geologists says that Spitzbergen is rich in various metals and coal, and this alone is a sufficient reason why Russia should adhere to her rights.—*Eastern Budget.*

A JOY FOR JOURNALISTS.

(*Spectator*, July 1.)

The curious little contest between Mr. Walter—the solicitor, not the member for Berkshire—and the *Echo*, which ended on Tuesday in a judgment for the defendant, involved a very grave question for the Press. It is scarcely too much to say that, if the plaintiff had won, the first conditions of journalism in this country would have been altered, and the profession would have been compelled either to press a protecting Bill upon the Legislature—and they could not hope for success unpleasant, if needful, at least as well as any other class of the community—or else at once for all the amateur aid which, as some of them complain, so grievously lowers their profits. A custom prevails among journalists in this country—and, as far as we know nowhere else, at all events to the same extent—of employing amateur aid, of publishing papers not written by members of their staffs, and submitted very often by persons with whom they have the slightest or no acquaintance. The system, which is a legacy from the times when a leader was a very good one for the public, as it gives unknown men a fair chance, widens the area of knowledge in the newspaper offices, and en

bag ?—No (laughing.) I entered into negotiations to take a place in Hampshire, near Alresford. It was called Itchen Abbess. I did not take it, because mother wished me not to. It was near Tichborne, and I knew it well before I came back to England. It is the name of a house three or three and a half miles from Tichborne.

The time for the mid-day adjournment having arrived, The Lord Chief Justice asked what would be the probable length of the cross-examination.

The Solicitor-General—It is very difficult to say, but I should think it will not be very much longer. I hope it will be finished at the outside by Thursday.

Mr. Serjeant Ballantine—I shall be perfectly prepared to re-examine the moment my learned friend sits down.

His Lordship observed that there was a very serious calendar at the Old Bailey next week, and other arrangements must be made if he could not attend there himself. He was unwilling, if he could help it, to cast upon other judges duties which belonged to himself.

Mr. Serjeant Ballantine said if his learned friend concluded on Thursday, perhaps the jury would not object to sacrifice a part of Saturday for the re-examination.

The Foreman said many of them had made engagements for Saturday, but they would waive them if it were necessary to postpone the adjournment to that day.

They would, however, prefer adjourning on Saturday.

His Lordship said he felt bound to consult as much as possible the convenience of the jury.

You told me you knew this place. Now, being a Hampshire man, of course you knew all about the rivers, and so on ?—Yes, of course I did.

Are these two letters in your handwriting ?—Yes.

The letters referred to were then read. The first, from the plaintiff, was dated the 23rd September, 1867, from the Swan, at Alresford. It was to his "dear mama." He hoped she would not stay in Paris, as "the water is so bad it will make you bad and ill." He had been out shooting every day, and found "it do me a great deal of good," in fact, as to health, he was never better in his life. He thought it would be as well if he "took a house down here. Inching Abeys is to let." This place, he thought, would suit him better than Croydon ; he could live for half the money he had been spending in Croydon. He spoke of the place thus :—"Inching Abeys is so secluded ; no neighbours to annoy you."

The claimant stopped the Solicitor-General when the sentence was read, "Mr. Haping is a going to try and raise some money for me," and wanted to know who Mr. Haping was. The Solicitor-General said that was just what he wanted to know. Witness said the word was intended for Hopkins, and upon the Solicitor-General expressing his incredulity, added, "It is my careless way of writing. I frequently do the same, think of one thing, and write another."

The reading of the letter was then resumed. The writer went on to say he had received a cheque "For to pay the bills." That his friends near him were very kind to him, every one of them placing their shooting at his disposal, or rather convenience. The letter concluded with "God bless you my dear mama ; I hope our Holy Mother will take care of you."

Another letter, written the next day from the same to the same, was read. Claimant is referred to a letter he had just received from Lady Tichborne, and said he had now taken "Inching Abas," where he could live comfortably for ten guineas a week. His living there, he thought, would do his cause a great deal of good, because all the gentry would come to him. He hoped his mother would not be angry with him for taking the place without her assent ; but he had thought better to take it at once, as there were many persons after it. He asked for "30l., to be deducted from next week, so that I can pay all the tradesmans." He further hoped she "will not drink any water in Paris, as it will be sure and make you bad."

The Solicitor-General—Now, so far, we have got to "Inching Abeys," and "Inching Abbas." Here is a third letter, in which the name of the place—Itchin Abbas—is correctly spelt. I suppose you had had a letter meanwhile from Lady Tichborne ?—I can't say. Very likely.

This letter was also read. The plaintiff said he had taken Itchin Abbass, and was much annoyed to think he had done so contrary to his mother's wishes. He could not, however, break his word, else it would be the talk of all Hampshire, as all Hampshire knew that he was going to live there. He knew of an office that would advance him £5,000, the same office as that where Mr. Hopkins "rose the £35,000." The letter was signed "From your affectionate and beloved son." During the reading there was considerable laughter at the frequent occurrence of "my dear mama," and the emphasis laid upon the expression by the reader.

Cross-examination continued—Now, how came you not to know about Itchin Abbas at first, and you a Hampshire man ? How far is it from Tichborne ?—About two miles from Tichborne, I think.

And you had known it all your life ?—Who said I hadn't ?

Then how come you to spell it "Inching Abeys," and in the second letter "Inching Abas ?"—No answer.

Did you go and live there ?—No.

Am I right in supposing you got the correct spelling from Lady Tichborne's letter ?—I don't know, but I don't think there are as many "dear mama's" in that third letter as you read.

The Solicitor-General—Well, I can tell you how many there are. There are fifteen. (Laughter.)

Serjeant Ballantine (to witness)—You see they have got all the statistics about "dear mama," and you had better be content. I'll admit there are fifteen mamas. (Laughter.)

Cross-examination continued—I saw Major Campbell at Croydon. He was in the Carbineers with me, and was an intimate friend of mine.

Was he a good Frenchman ?—No, not very good.

Did you used to talk to him in French or English ?—English.

Was he fond of French ?—I really can't tell you what he was fond of.

Well, did he talk much in French ?—To the best of my belief he could not speak French at all. He did not used to address me in French.

Did he never address you in French, and you answering "Oui," he said, "Alec, you made a bad shot there ?"—I am sure Major Campbell never instructed you to say that.

Did you not say you had forgotten your French ?—No, I did not ; and it is lucky for me that somebody was present. I can hardly recollect what took place, as it was nearly four years ago.

Did he recognise you ?—I really don't know. He never told me.

But he came for the purpose of coming to some conclusion, did he not ?—I suppose so.

What did he say ?—I believe he said he would not swear one way nor the other, that he was going to India, and did not want to be subpœnaed on the trial.

Did you hear him say this ?—No, but I believe he told my attorney so.

Is this his handwriting ?—I don't know.

Have you had letters from him ?—Yes, many years ago, but I have no recollection of his handwriting.

But were you not yourself in the habit of reading letters he wrote in the regiment ?—Yes, and I wrote letters for him, but it was many years ago.

Do you believe that to be his handwriting ?

Serjeant Ballantine—I object to the question ; he says he has no recollection of the handwriting.

After some discussion the witnesse said he had no belief in the matter as he had no recollection.

Were you not aware that Major Campbell said he was as certain as he could be that you were not his old friend, and that he could not recognise you ?—No ; I never knew that he said any such thing.

Did he not say that you and Roger Charles Tichborne were two different persons ?—I never heard him say so ; I have no knowledge of his doing so ; and if he did, it would be very strange that he shook hands with me so warmly at parting.

Did he do so ?—Yes, he did.

Is he one of your witnesses ?—No, he is in India now.

Did you shortly after have an interview with Major Witner ?—I did. He was quite willing to recognise him. I was gazetted to his troop, but attached to A troop and after to E. I was intimate with him.

Do you recollect any particular thing happening between you and him in the regiment ?—What do you mean ? a practical joke ?

I mean anything you and he did together ?—Do you mean duty or practical joke ?

Either on duty or off duty ?—No, nothing particular.

Do you recollect any practical joke ?—Well, they never ceased to play them.

Was there any one in which he was concerned ?—I believe he was concerned in a good many of them.

Can you recollect one of them at the present time ?—No ; I can't. He made an appointment, I believe, after my return. I went to his house.

Was it early, before breakfast ?—Oh, no. It might have been before he had his breakfast. (Laughter.) It was between 11 and 12, I think.

Did he recognise you ?—I was shown into a room where two gentlemen were. He stood up by the fireplace, and said, "You are not Tichborne." I said, "Do you think not, then I had better retire." That ended the interview.

Did he not say you were two or three inches taller ?—No ; he said nothing more than I have told you.

Did he say you were an impostor as you went out ?—No ; I did not hear him.

By the bye, how tall are you ?—Five feet nine and a half, or a quarter.

Did you have an interview with Captain or Major Fraser ?—Yes. He was quartermaster when I knew him, and I daresay he's major now. I don't remember when I first saw him after I came home.

Was he one of the mess who attended before Mr. Roupell ?—Yes, I saw him there.

Did you speak to him ?—No ; I did not.

Did you see Captain Turner there too ?—I did not.

Why not ?—Be sure Mr. Bowker took care to shut them up in a room when I was passing backwards and forwards.

Shut up these two soldiers, did he ?—Well, he took care I should not see them.

Did you meet them both in the street, look them full in the face, and pass on without recognition ?—No. I know what you are alluding to, though. I was speaking to my mother on the steps, and I was about to speak to them, and she made me get into the carriage without doing so.

But did you not bow, or smile, or do anything to recognise them ?—No. I knew very well what side they were there for. Why should I do so ?

Have you seen them both here during this trial ?—Yes.

Did Captain Turner speak to you and say, "Do you know me ?"—He spoke to me.

And you said, "No ; I don't know you ?"—No, I said, "You are Captain Turner," and he said, "Oh, somebody has told you." There are plenty of people in Court who heard what passed

Captain Fraser was the man who drilled you ?—Yes.

The Solicitor-General read a letter dated 30th January, 1868. It was from the claimant to Captain Fraser. It began, "Dear Fraser," and said he should like to come to Colchester to see him, to give him an opportunity of judging "whether I am myself or not."

Claimant—Well, don't you think that is a very proper letter ? I wished to give him an opportunity of conversing with me.

You say you know he was in the opposite camp ; why did you write to him ?—I have told you why.

By that time then you wished to see him ?—Yes, I suppose so—quite correct.

Had he got out of the other camp by that time ?—No, not that I know of.

On the 30th July, '67, you did not recognise him because you say you knew who had got hold of him ; but in 1868 you ran down from Colchester to Yarmouth to see him ?—Yes.

You think there is nothing to explain in that ?—No ; certainly not. He could not identify me with his eyes, and I wished to give him the opportunity to converse with me. He came to see me, and I held out my hand.

Did he say he did not mind shaking hands, but he could not see anything in you to remind him of his former friend ?—I think that is imagination of his. I remember his alluding to my stoutness, and at the end of the interview he said he could see nothing to swear to my identity. I expected nothing else, but thought I would give him the opportunity. Baigent and Rous were present.

Did he tell you that if you could tell him something which began in the mess-room, and finished in his own room, something that only you two knew of, he would try and believe you and befriend your case ?—That is a very nice way of putting it, I must say. What he said was that if I could remember something which had happened in his room he would sign an affidavit for me. He said nothing about the mess-room whatever.

Did he not say it had occurred at the mess a night or two only before Roger Tichborne left the regiment ?—He did not.

Did he not fix a date, place, and all but the circumstances ?—He did not. He asked me about a good many things which occurred in his room, and I told him o several that I thought of, and he acknowledged that they were correct, but it was not the one particular thing he wanted to know.

Did you the next day send him a letter ?—I believe I did.

The letter was read. It was written by claimant at the Lovers' Arms, Bolton, to "dear Fraser." It contained the following extract :—

I have been thinking ever since to try and find, or bring to my memory, about what we were speaking. Do you mean the time I gave you the silver snuff-box ? If so, I remember that very well. I should like to hear from you if it is so. I have seen Mather the trumpeter, and also Burry, Colonel Hay's servant. They are both at Leeds. You remember Mather, no doubt. He was as much a Frenchman then as I was, but he now speaks English very well. They have both in de very strong affidavits for me. Ho ing, dear Fraser, I shall have the pleasure of receiving a line from you, I am truly yours, &c.

Did you give Colonel Fraser a silver snuff-box ?—I did. When was that ?—At Canterbury.

Can you remember the circumstances ?—I certainly cannot remember the day or the hour.

The circumstances I said ?—I don't know there were any "circumstances" about it. To the best of my recollection I handed him the box to take a pinch from, he put it into his pocket, and I told him he might keep it. (Laughter.)

Was it an old snuff-box ?—Yes.

Did you buy it in France or England ?—England.

Perhaps you can tell me where ?—It was, I believe, in Piccadilly. It was an old box when I bought it.

Has Mather forgotten his French ?—No, because he has been interpreter almost ever since.

Had the snuff-box any mark upon it ? Had it the Tichborne crest or your initials upon it ? Would you know it if you saw it again ?—I should.

Were the Tichborne initials and motto there ?—I can't remember.

What is the Tichborne motto ?—*Pygna pro patria.*

What does that mean ?—"Fighting for my country," I suppose. But I've enough to do to fight for myself now. (Laughter.)

Did you tell Captain Fraser that your lawyer had told you not to see a couple of brother officers who had come to Croydon to see you because you were unwell ?—No ; I did not.

Did he say it was very unkind of you ?—No ; he did not.

Did you show him your bankers' pass-book ?—Good gracious, no ! I never carry my pass-book with me.

Did you show him your cheque-book ?—No ; why the deuce should I ?

Did you say you had sent £1,700 to Melbourne to prosecute a paper for libel ?—I did not.

Did you say Mr. Bowker had offered his servants £1,000 to do away with you ?—I said he had sent agents there to do so.

What ! to do away with you ?—To put me out of the way. I said that he had offered one of my servants a thousand pounds to put me out of the way. I have sworn so before, and still swear so again.

The Judge—But did you hear the offer made ?

Witness—No, my Lord, but I have the correspondence.

The Judge—You must remember, gentlemen of the jury, this is no evidence. Things are often said like this, but they are no evidence.

Serjeant Ballantine—I must really beg to observe, my Lord, that it is not the witness's fault if a question is put that invites that kind of answer.

The Judge—Clearly I understand that.

The Solicitor-General—And did you tell all this to Captain Fraser ?—Yes ; I told him Mr. Bowker had sent an agent to put me out of the way.

Did not Captain Fraser pooh-pooh the idea, and say such things could not be done in England ?—He might ; all I know it was the case.

Which was the servant who was offered £1,000 ?—M'Cann

Shortly after that, did you have an interview with your cousin, Major Wangle ?—My nephew.

When was it ; in February, 1868 ?—Yes. He came to Croydon to see me. He lunched with me and was there some time.

Did you tell him a good deal about the Bella and the shipwreck ?—I don't think I spoke to him about either.

Did you tell him you could not give so good an account as you could wish of the shipwreck because you were drunk at the time ?—I am not aware that I told him so, but it was true for all that. (Laughter.)

Did you tell him you could produce at least two out of the eight men who were saved from the Bella ?—I don't remember speaking to him about the Bella at all.

Will you deny that you did ?—I won't deny anything about it, because I don't remember. I might have said so, for I believed at the time I had got two of the crew.

Have you, by the way, heard anything of the crew of the Bella since I last spoke of them ?—No. I have made no inquiries.

Have you got Arthur Orton since I asked you about him ?—No.

Did you read Major Nangle some affidavits, and say if you had known of the trouble and worry you would not have come all the way over from Australia ?—I am not aware I read any affidavits. Probably I did, though.

Upon coming to some allusion to Paris and France, did you begin to talk broken English ?—No, certainly not.

Did he come again to have a further talk with you ?—I think not. To the best of my memory he only came once. He promised to come, but I don't think he did. I can't say. Before he sent a telegram to say he was coming. He did not ask me where I last saw his brother George, and I did not say at Canterbury.

Did you say you had heard of the death of Sir James and Sir Alfred, and that determined you to come to England ?—I did not. I did not say that Lady Tichbourne had written a letter to his brother Henry, but had not sent it because she did not know his address. She met Henry only a day or two after that at the Charingcross Railway Station. I am not aware she wrote a letter to him.

What was Henry ?—Captain, or major now, I think.

A different one from the major who was calling upon you ?—It was Henry who was calling upon me, I believe.

Have you any doubt ?—It was Henry who was calling upon me.

Did you not say to the Major Nangle who called upon you on behalf of Tichborne had written a letter to his brother Henry, but did not know his address ?—I certainly did not.

Did you speak to him about Paris or Bath ?—No ; I believe we spoke principally of my adventures

Did you speak about places you had been to together ?—I might have done so, but I can't recollect everything I said to him. I was never very intimate with him. He stopped with me at Croydon about an hour. That was the last time I saw him to speak to him.

Have you seen anything of Captain Lichfield ?—No ; I don't think so.

Did you know Captain Lichfield when in the army ?—I don't know. He was not in the Carabineers. I fancy I have a slight recollection of the name.

Did a Captain Lichfield ever call upon you to see you ?—Captain Lichfield ; no.

Is this word (in a letter handed up) Lichfield ? I may not have read it right.—No, it is not Lichfield.

Is it Litchfield, or what ?—I might tell you what it is by reading the letter.

The sentence is "Captain Lichfield called upon me yesterday."—I can't make it out. (Laughter.) I don't think it is Lichfield. This letter is not a "bell."

Nor "hell" is it ? That is right, then. (Laughter.) I see further on that he "swore afful." (Laughter.)—Well, I can't make out what it is. Mr. Dobinson knows the man very well. He died at Stoney-hurst College.

This is your letter :—"Captain Lichfield called yesterday, but I had been forewarned that they intended to play a trick upon me, so I would not see him. He swore afful." (The letter further said there were one or two persons waiting outside the door, and one of them was Bowker.)

The Judge, the jury, the counsel, and the claimant tried to make out the word in question, but to no effect.

Cross-examination continued—Was he a relation ?—No ; I think the man I mean was a naval officer. He is the same party who came down and took away Mr. Wills, who had come to see me, before I had a chance of seeing him.

Was he an old friend of yours ?—I had known him in my younger days.

Who had forewarned you he was going to play a trick ?—I cannot say now, but you may depend upon it somebody told me I said so. I had heard from my attorney that they were coming down to play some trick upon me.

What trick ?—Well, I don't know ; one of the many tricks that were played.

I'll suggest a name—was it Strickland ?—No ; it could not be Strickland

But he was a naval captain. Did he swear like a trooper or a sailor ?—I daresay he swore as a sailor would do. (Laughter.) I don't know that there was anything strick about him. (Laughter.) As to Strickland, he came down to see me, and I was so ill that the doctor told me not to see any one at all. He was "so-so," and swore at a great rate because he was denied. Then it was afterwards reported all over London that he had rushed upstairs and found me in bed with all my clothes on, which was entirely false.

Some further attempts were made to decipher the mysterious name, but with no success, and the general understanding seemed to be that it was meant for Strickland.

The Solicitor-General applied that the Court might rise a little earlier, because the case was to be brought before the House of Commons, on Mr. Bernal Osborne's notice of motion, and it was necessary that he should be there to speak upon it.

The Judge—And you have my authority for stating that owing to my exhausted state, it will be utterly impossible for me to sit for a longer period. It is as much as I can do to sit now. If there is any order necessary as to aged or infirm witnesses, it can be of course made at once.

Serjeant Ballantine assented.

The Court thereupon rose at twenty minutes to four.

HUTTON'S ESSAYS.

(From Blackwood's Magazine.)

(CONCLUDED FROM FRIDAY'S "GAZETTE.")

MR. HUTTON does not, we think, make the same allowance for the character of Wordsworth as affecting his works as he does for that of Goethe. He judges the English poet more from a purely intellectual point of view—a thing so far natural that we are all, so to speak, nearer to Wordsworth than we are to Goethe, and that the reserve of actual life still hangs to a certain extent about the history of the former. Yet we think that Wordsworth's poetry can scarcely be fully understood without a glance at the unimpassioned nature of the man. Full of grave and deep affection, and a strong sense of natural duty, he was, we think, absolutely without passion, realising it with difficulty, and feeling little sympathy with the violence and completeness of its sway. The only instance, indeed, which we can remember, where he ventures to treat it at all, is in that story of Margaret in the first book of the "Excursion," where it is kept in so persistent a monotone, and so deprived of all the wild life and colour and energy peculiar to it, that the effect upon the reader is never exciting, but only depressing—a picture of dull absorption rather than of fiery power. It seems to us that this defect of nature, rather than the frugality of imagination on which Mr. Hutton loves to dwell, accounts in a great measure for Wordsworth's preference of the secondary emotions—the joys of anticipation and recollection—the contemplative use of sorrow. The agency of passion annoyed and troubled him : it drove him out of his reckoning. A thing in which there is no serenity, no power to pause, no possibility of reflection, upset—as indeed it is its vocation to do—his conception of the world. This grand use of passion in the earth troubled Wordsworth as the gift of working miracles would disturb a positivist philosopher. He did not want this wild spontaneity—this power whose movements could not be calculated. He disapproved of it, in fact, just as, no doubt, the positivist (could he believe in them) would disapprove of miracles, and consider them as immoral and lawless manifestations of power. It is, however, more to the purpose to show Mr. Hutton's conception of the poet's mind than our own ; and whether we accept it freely or not, it is impossible not to admire the able and ingenious theory which he thus sets forth :—

"The commonplace modern criticism on Wordsworth is, that he is too transcendental. On the other hand, the criticism with which he was first assailed, which Coleridge indignantly repelled, and which is reflected in the admirable parody published among the 'Rejected Addresses,' was, that he was ridiculously simple—that he made an unintelligible fuss about common feelings and common things. The reconciliation of these opposite criticisms is not difficult. He drew unconmon delights from very common things. His circle of interests was, for a poet, singularly narrow. He was a hardy Cumbrian mountaineer, with the temperament of a thoroughly frugal peasant, and a unique personal gift of discovering the deepest secondary springs of joy in what ordinary men either took as matter of course, or found uninteresting, or even full of pain. The same sort of power which scientific men have of unanimously fixing their minds on natural phen mena till they make these phenomena yield lessons on laws of which no one can be ignorant, he himself has in detaching himself entirely from the commonplace train of intellectual associations would have dreamt, Word worth had in creation to objects of the imagina tion. He could detach his mind from the commonplace series of impressions which are generated by common place objects or events, resist and often reverse the current of association to which ordinary minds are liable, and triumphantly justify the strain of rapture with which he celebrated what exciles either no feeling, or weary feeling, or painful feeling, in the mass of unreflecting men. Two distinct peculiarities, and rare peculiarities, of character, chiefly assisted him in this—his keen spiritual courage, and his stern spiritual frugality. Though his poetry ceases so transcendental, and is so meditative, there never was a poet who was so little of a dreamer as Wordsworth. There is no action and self-government in every line of his poetry ; and his best thoughts come from the steady resistance he opposed to the ebb and flow of ordinary desires and regrets. He contests the ground inch by inch with all despondent and indolent humours, and often, too, with movements of incredulous and wasteful joy—turning defeat into victory, and victory into defeat. He transmutes pain into food for lonely rapture, as he dwells upon the evidence they bear of the depth and fortitude of human nature ; he transmutes the periodic joy of social conventions into melancholy as he recalls how 'the wiser mind'

'Mourns less for what age takes away
Than what it leaves behind.'

No poet ever contrived by dint of 'plain living and high thinking' to get nearer to the reality of such life as he understood, and to dispel more thoroughly the illusions of superficial impression.

"To this same result, again, the rare spiritual frugality of Wordsworth greatly contributed. Poets, as a rule, lust for emotion ; some of the most unique poets—like Shelley and yron—in their very different ways, pant for an unbroken succession of ardent feelings. Wordsworth, as I shall try to show, was almost a miser in his reluctance to trench upon the spiritual capital at his disposal. He hoarded his joys, and lived upon the interest which they paid in the form of hope and expectation. This is one of the most original parts of his poetic character. It was this, the wisdom, as one may call it, of the serpent in the midst of accidents on which he had never counted beforehand, the delight of which he dared thoroughly to exhaust. He paused almost in awe at the thought of any promised enjoyment, as if it were a spendthrift policy to exchange the hope for the reality. A delight over, he multiplied it a thousand-fold through the vision of that inward eye which is the bliss of solitude.' Spiri ual thrift was at the very root of his soul, and this was one of his most remarkable differences among a race who in spiritual things are too often prodigals and spendthrifts. In these two characteris ics lies sufficient explanatio n of the opposite views as to his sin dicity as a poet—views we drew from simple sources than Wordsworth ; but none ever made so much out of so little. He steamed the common-place currents of emotion, and condensed the vapour into power. Eeepsy, visionary, flashing forms, 'drinking the wind of their own speed,' they are wonderful impersonations of his most characteristic poetic moods. If we look at any of the lyrics on which he has set the full stamp of his genius, we find that it images one of these two attitudes of intellect,—the keen, exquisite sense of want, gazing wildly forward or wistfully backward, but vainly striving to close on something which eludes its grasp.

'The desire of the earth for the star,
Of the night for the morrow,
The devotion of something afar
From the sphere of our sorrow ;'—

that is the true burden of every song. Sometimes the gaze is fixed on the future, and sometimes on the past : sometimes it is—

'Swiftly walk o'er the western wave,
Spirit of Night !
Out of the misty eastern cave,
Where all the long and lone daylight
Thou wovest dreams of joy and fear,
Which make thee terrible and dear,—
Swift be thy flight !'

and sometimes—

'When the lamp is shattered,
The light in the dust lies dead ;
When the cloud is scattered,
The rainbow's glory is shed ;
When the lute is broken,
Sweet tones are remembered not ;
When the lips have spoken,
Loved accents are soon forgot ;'

but whether forward or backward gazing, the attitude of unsatisfied desire is always the same, distinguishing Shelley from the many great contemporaries who, like Goethe himself, for instance—except in 'Faust,' where he had set himself to delineate the pangs of an insatiable heart and intellect—sing out of the wealth of happy possession even more melodiously than out of the growing ardour of desire. And even between the animating spirit of 'Faust' and the poetical moods of Shelley's poetry there is one very marked distinction. Faust's passion is a hunger for experience,—human experience in the largest and most universal sense ; but the thirst which breathes through Shelley is a continual thirst for those rare moments of tingling veins and flushing soul, that exist in those seasons when the whole frame of nature and human life seems a transparency for sweet emotion, which ar but one element in Faust's pursuit. What th passages in 'Faust' were which fevertasted Shelley and Goethe, we cannot but be and ?' Speaking of s me fine German etchings of 'Faust' he says—'I never perfectly understood he Harts Mountain scene until I saw the etching ; and then Margaret in the summer-house with Faust Th artist makes me envy his happiness that he can sketch such things with calmness, which I only dared look upon once, and which made my bra n swim a nd only to touch the leaf on the opposite side of which I knew it was figured.' This is of the very essence of Shelley. He is the poet, not of human yearning in general, but of the yearning for that youthful ecstasy which bounds like fresh life through every nerve. He cannot be satisfied without a child of his whole soul. He knows nothing of serene joy. He thinks the whole universe should be ever thrilling in every fibre with mysterious tenderness."

Mr. Hutton's merits as a theological writer are less in our way than are the literary sketches, in which we cannot help feeling he himself is more at home. His religious views, as he announces in the preface to his book, are founded upon those of Mr. Maurice, which will give the reader a tolerably clear indication of their tendency and meaning. All the characteristic beauty of those views, their sympathy with and adaptation to the confused religious sentiment of the age, and, at the same time, the weakness which we cannot but consider equally characteristic of them, will be found in these pages—in which there is at the same time a frank and open avowal, such as was the deepest sympathy of the reader, that by means of those views the writer has been brought from a less genial region of religious thought, into the light and comfort of the Gospel. This confession is at the same time, there can be no doubt, the highest testimony that man can give to the efficacy of any system of belief, and throws into the scale along with it all the personal weight of a sound judgment and discriminating intelligence. The only one of these essays, however, to which our space will permit us to refer, is the one on the Fourth Gospel, which may be welcome to many a reader who has unwillingly received into his mind some shadow of the many scepticisms on the subject. Those who have no special theological or philosophical tendencies are, perhaps, scarcely likely to be acquainted with the moderate criticisms of Baur, on which this essay is a commentary. But Renan's popular and light-hearted scepticism has penetrated into many regions which the philosophical German could not be expected to reach ; and we do not doubt that Mr. Hutton's calm and able treatment of the difficulties involved will give the assurance and comfort to that uneasy consciousness of possible doubt which is so apt to rise in the minds of readers who have not the time nor the means of satisfying themselves personally upon matters of religious belief thus lightly called in question.

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